THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

COMMERCIAL PAPER NOTE RESOLUTION

Adopted November 13, 2004

By The University of Vermont State and Agricultural College Board of Trustees

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE OF ITS SHORT TERM PROMISSORY NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTES; AND PROVIDING FOR THE RIGHTS OF THE HOLDERS THEREOF.

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BE IT RESOLVED BY THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE AS FOLLOWS:

ARTICLE I.
DEFINITIONS; CONTRACT AND AUTHORITY

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 of this Resolution shall for all purposes hereof and of any amendment hereof or supplement hereto have the meanings defined herein.

Advice means a notice given by the Issuing and Paying Agent to the Depository by telephone, EDP terminal, telex, written communications or other form of transmission acceptable under the standard practices and procedures of the Depository which specifies the amount by which the indebtedness evidenced by a Master Note is to be increased on any particular date, the respective rates of interest at which each portion of such amount is to bear interest, the respective dates on which each portion of such amount matures and such other information as may be required pursuant to the systems and procedures of the Depository of the Master Note applicable to implementation of its book-entry program for obligations of the character of the Notes;

Authorized Newspaper means The Bond Buyer or any other newspaper of general circulation printed in the English language and customarily published at least once a day for at least five days (other than legal holidays) in each calendar week in the Borough of Manhattan, City and State of New York, designated by the University;

Authorized Officer means (i) in the case of the University, when used with reference to any act or document, means any Officer of the Board, the President, Senior Vice President and Provost, Vice President for Finance and Administration and Treasurer, Associate Vice President for Finance and Controller, Associate Vice President for Budget and Resource Management or their successors, and when used with reference to any act or document also means any other person authorized by a resolution or the by-laws of the University to perform such act or execute such document; and (ii) in the case of the Issuing and Paying Agent, the President, a Vice President, a Corporate Trust Officer, an Assistant Corporate Trust Officer, a Trust Officer or an Assistant Trust Officer of the Issuing and Paying Agent, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Issuing and Paying Agent or the by-laws of the Issuing and Paying Agent;

Board means the Board of Trustees of the University;
Bond Counsel means Orrick, Herrington & Sutcliffe LLP or an attorney or other firm of attorneys, appointed by the University, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds;

Business Day means any day other than a day on which the New York Stock Exchange, the Dealer or the Issuing and Paying Agent are legally required or authorized to close in The City of New York;

Code means the Internal Revenue Code of 1986, as amended, or any successor thereto, as the same may be in effect from time to time, and the applicable regulations thereunder;

Costs of Issuance means the items of expense incurred in connection with the preparation, authorization, sale and issuance of Notes, which items of expense shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, costs of credit ratings, initial fees and charges of the Issuing and Paying Agent, legal fees and charges, professional consultants' fees, fees and charges for execution, transportation and safekeeping of Notes, premiums, fees and charges for insurance on Notes, commitment fees or similar charges relating to a liquidity facility, costs and expenses of refunding bonds or notes of the University, and other costs, charges and fees, in connection with the foregoing;

Costs of the Project means costs and expenses or the refinancing of costs and expenses determined by the University to be necessary in connection with a Project, including, but not limited to, (i) costs and expenses of the acquisition of the title to or other interest in real property, including easements, rights-of-way and licenses, (ii) costs and expenses incurred for labor and materials and payments to contractors, builders and materialmen, for the acquisition, construction, reconstruction, rehabilitation, repair and improvement of such Project, (iii) the cost of surety bonds and insurance of all kinds, including premiums and other charges in connection with obtaining title insurance, that may be required or necessary prior to completion of such Project, which is not paid by a contractor or otherwise provided for, (iv) fees and charges for a surety bond, an insurance policy or a letter of credit or liquidity facility for the Notes, (v) the costs and expenses for design, test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction of such Project, (vi) costs and expenses required for the acquisition of equipment or machinery, (vii) all other costs which the University shall be required to pay for the acquisition, construction, reconstruction, rehabilitation, repair, improvement and equipping of such Project, (viii) any sums required to reimburse the University for advances made by them for any of the above items or for other costs incurred and for work done by them in connection with such project (including interest on moneys borrowed from parties other than the University), and (ix) interest on Notes prior to, during and for a reasonable period after the acquisition, construction, reconstruction, rehabilitation, repair, improvement or equipping of such project;

CP Note means a Note substantially in the form annexed hereto as Exhibit A-2;

Dealer means UBS Financial Services Inc. and any successors or assigns permitted under the Dealer Agreement or any other dealer for the Notes which may at any time be substituted in its place by the University;

Dealer Agreement means an agreement by and between the University and the Dealer providing for the appointment of and acceptance by the Dealer of the duties and obligations imposed thereby, as the same shall have been amended, supplemented or otherwise modified as permitted thereby;

Depository means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State, or any other person, firm, association or corporation appointed by the University to serve as securities depository for a Master Note;
Event of Default means the occurrence and continuance of an event described in Section 9.01;

Fitch means Fitch, Inc.;

Government Obligations means:

(a) direct obligations of the United States of America of which the full faith and credit of the United States of America is pledged;

(b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Issuing and Paying Agent in book entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Issuing and Paying Agent and are not subject to redemption or purchase prior to maturity at the option of anyone other than the owner;

(c) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are (i) not callable prior to maturity or (ii) if the bonds or other obligations are to be redeemed, as to which irrevocable instructions have been given to the trustee or escrow agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s Investors Service, if the Notes are rated by Moody’s Investors Service, and Standard & Poor’s Corporation, if the Notes are rated by Standard & Poor’s Corporation, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or

(d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

Issuing and Paying Agency Agreement means an agreement by and between the University and the Issuing and Paying Agent providing for the acceptance by the Issuing and Paying Agent of the duties and obligations imposed hereby and imposing such other and additional duties and obligations as such agreement may provide, as the same shall have been amended, supplemented or otherwise modified as permitted thereby;

Issuing and Paying Agent means Deutsche Bank Trust Company Americas, New York, New York and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant hereto;
Master Note means a Note substantially in the form annexed hereto as Exhibit A-1 and registered in the name of the Depository thereof or its nominee, or any successor or assign;

Moody’s means Moody’s Investors Service or its successors;

Note or Notes means any of the notes of the University authorized and issued pursuant to Section 2.01 hereof, including each Master Note or any CP Note;

Noteholder, Holder of Notes or Holder or any similar term, when used with reference to a Note or Notes, means any person who shall be the bearer of any Outstanding Notes not registered, or the registered owner of any Outstanding Note which shall at the time be registered other than to bearer;

Outstanding, when used in reference to Notes, means, as of a particular date, all Notes authenticated and delivered hereunder except: (i) any Note cancelled at or before such date; (ii) any Note deemed to have been paid in accordance with Section 10.01 hereof; and (iii) any Note in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to Article III or Section 8.06 hereof;

Payment Fund means the fund so designated, created and established pursuant to Section 4.01 hereof;

Proceeds Fund means the fund so designated, created and established pursuant to Section 4.01 hereof;

Project means the capital improvements to the University authorized to be undertaken by resolution of the Board and to be financed in whole or in part with the proceeds of the Notes and set forth in Exhibit C, as amended from time to time by an Authorized Officer of the University upon the issuance of additional Notes increasing the outstanding principal amount of Notes or the repayment of Notes decreasing the outstanding principal amount of Notes.

Rating Service means, as of any particular date of determination, each of Moody’s, S&P and Fitch which at the request of the University has assigned a rating to the then Outstanding Notes;

Resolution means this Commercial Paper Note Resolution, as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions hereof;

S&P means Standard & Poor’s Ratings Group, a division of McGraw Hill Corporation, a corporation organized and existing under the laws of the State of New York, or its successors and assigns;

State means the State of Vermont;

Supplemental Resolution means any resolution of the University amending or supplementing the Resolution or any previously adopted Supplemental Resolution, adopted and becoming effective in accordance with the terms and provisions of Article VII hereof;

Taxable Master Note means a Master Note relating to Taxable Notes;

Tax-Exempt Master Note means a Master Note relating to Tax-Exempt Notes;

Taxable Notes means Notes the interest on which is subject to taxation under the Code;
Tax-Exempt Notes means Notes the interest on which is not subject to taxation under the Code; and

University means The University of Vermont and State Agricultural College.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in the Resolution, refer to the Resolution.

SECTION 1.02. Resolution and Notes Constitute a Contract. With respect to the Notes, in consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall hold or own the same from time to time, the Resolution shall be deemed to be and shall constitute a contract among the University and the Holders from time to time of such Notes, and the covenants and agreements set forth to be performed by or on behalf of the University shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Notes, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any such Notes over any other thereof except as expressly provided herein or permitted hereby.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF NOTES

SECTION 2.01. Authorization of Notes; Principal Amount; Maturity; Interest Rate; Sale Price. There are hereby authorized to be issued for the purposes set forth in Section 2.02 hereof, Notes of the University. The Notes shall be designated as “The University of Vermont and State Agricultural College Commercial Paper Notes”. Except as otherwise provided in this Resolution, the payment of principal of and the interest on all Notes is an unsecured general obligation of the University for which the full faith and credit of the University is pledged, and all of the covenants, agreements and provisions of this Resolution are for the benefit and security of all and singular the present and future Note Holders so issued or to be issued, without preference, priority or distinction of any one Note over any other Note by reason of priority in the issuance, sale or negotiation thereof, or otherwise.

The aggregate principal amount of Taxable Notes and Tax-Exempt Notes which may be outstanding at any time shall not exceed the lower of $100,000,000 and the aggregate amount authorized to be issued to pay Costs of the Project and Costs of Issuance pursuant to resolutions of the Board authorizing the undertaking of a Project and the issuance of Notes to finance such Project. An Authorized Officer of the University is authorized to amend Exhibits C and D hereto to reflect such resolutions of the Board.

No CP Note or indebtedness under a Master Note shall mature later than the earlier of (i) two hundred seventy (270) days after the issuance or incurrence thereof and (ii) December 1, 2034 (or such earlier date as may be specified by the Board in its resolution approving the undertaking of a Project and the financing of such Project through the issuance of Notes or as may be required by Bond Counsel in order to insure that the interest on Tax-Exempt Notes will be excluded for gross income for Federal
No Note or respective principal amount of a Master Note shall bear interest in excess of ten percent (10%) per annum. The Notes may be issued and sold at public or private sale either as interest bearing Notes (in which case such Notes shall be sold at par) or may be issued and sold at a discount (in which case such discount shall not produce a yield greater than ten percent (10%) per annum. Interest shall be computed on the basis of a three hundred sixty-five (365) day year or a three hundred sixty-six (366) day year, as applicable, and actual days elapsed.

The Notes shall not be subject to redemption.

SECTION 2.02. Purposes. The Notes may be issued for any one or more of the following purposes: (i) to pay or refinance Costs of the Project, (ii) to pay or provide for the payment of the principal of Outstanding Notes, (iii) to pay Costs of Issuance of the Notes and (iv) to reimburse the University for payments made by the University for the purposes listed in (i), (ii) and (iii).

SECTION 2.03. Provisions for Issuance of Notes. On or prior to the date on which any Notes are first issued hereunder or issued in connection with a change to the Project Description attached hereto as Exhibit C or a change in the maximum authorized principal amount of Notes for a Project, the University shall deliver to the Issuing and Paying Agent:

(a) A copy of the Resolution, certified by an Authorized Officer of the University;

(b) A certificate of an Authorized Officer of the University, substantially in the form of Exhibit B hereto, in which the University represents and warrants that (i) the Notes then to be issued are being issued for purposes authorized by Section 2.02 of the Resolution, (ii) the proceeds of such Notes will be paid, deposited or applied in the manner provided herein, (iii) all actions on the part of the University necessary for the valid issuance of the Notes have been taken, and that such Notes will be valid general obligations of the University enforceable in accordance with their terms, (iv) the issuance of such Notes, together with all other Notes issued by the University, shall be within every limitation on the issuance of Notes prescribed hereby, (v) the Notes to be issued shall be Taxable Notes or Tax Exempt Notes, and (vi) the University is not in default in the performance of any covenant, condition, agreement or provision hereof or in the performance of any material covenant, condition, agreement or provision of the Resolution;

(c) A copy of the resolution of the Board authorizing the undertaking of a Project and the issuance of Notes to finance such Project, certified by an Authorized Officer of the University, a form of which is attached hereto as Appendix F; and

(d) An opinion of Bond Counsel stating, in the opinion of Bond Counsel, that the Resolution has been duly and lawfully adopted by the University; and that the University is duly authorized and entitled to issue the Notes and, upon the execution and delivery thereof and upon authentication by the Issuing and Paying Agent, the Notes will be duly and validly issued and will constitute valid and binding general obligations of the University entitled to the benefits of the Resolution; provided, however, that such opinion may be qualified to the extent that enforceability of rights and remedies may be
limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally or as to the availability of any particular remedy.

CP Notes shall be executed and authenticated and instructions from the University and Advices by the Issuing and Paying Agent in respect of Notes in book-entry-only form shall be given, under and pursuant to this Resolution; provided, however, that in no event shall any Tax-Exempt Notes be issued hereunder in connection with a change to the Project Description attached hereto as Exhibit C or a change in the maximum authorized principal amount of Notes for a Project unless the University and the Issuing and Paying Agent shall have received an opinion of Bond Counsel to the effect that the interest on such Tax-Exempt Notes is excluded from gross income for Federal income tax purposes and that the issuance of such Tax-Exempt Notes will not, in and of itself, adversely affect any exclusion of interest on Tax-Exempt Notes Outstanding from gross income for purposes of Federal income taxation and such opinion by its terms shall be applicable to such Tax-Exempt Notes. In the event that the Notes to be issued hereunder shall be CP Notes, the University shall execute such CP Notes and deliver the same to the Issuing and Paying Agent, and the Issuing and Paying Agent shall authenticate the same and deliver the same to or for the account of the University upon receipt of consideration therefor in accordance with the Issuing and Paying Agency Agreement. In the event that the Notes to be issued hereunder shall be issued in book-entry only form, the Notes shall be evidenced by the Master Notes and Advices in respect of Notes shall be given by the Issuing and Paying Agent to the Depository for the Notes in accordance with the instructions therefor provided by the University pursuant to the Issuing and Paying Agency Agreement.

Upon each issuance of Notes or an Advice, the University shall be deemed to have represented and warranted that the representations and warranties made by it pursuant to clause (b) of this Section 2.03 are, to best of the knowledge of the University true and correct in all material respects on and as of the date of issuance as if such representations and warranties had been made on such date.

SECTION 2.04. Delegation of Authority. Unless and until the Board resolves that no additional Notes shall be issued, there is hereby delegated to an Authorized Officer of the University, subject to the limitations contained in Section 2.01 and 2.02 hereof and otherwise herein, the power to determine and carry out, the following:

(a) The sale of the Notes at public or private sale; the approval of the terms of and publication of an official statement or other offering document describing the Notes;

(b) The aggregate principal amount of each CP Note or indebtedness to be incurred pursuant to an Advice;

(c) The date or dates, the maturity date or dates and principal amounts of each maturity of the Notes or indebtedness under each Master Note;

(d) The rate or rates per annum at which the Notes bear interest;

(e) Whether such Notes shall be Taxable Notes or Tax-Exempt Notes;

(f) Directions for the application of the proceeds of the Notes; and

(g) Any other provisions deemed advisable by an Authorized Officer of the University, not in conflict with the provisions hereof.
Such Authorized Officer may give direction to the Issuing and Paying Agent as to the terms and form of the Notes or Advices to be issued orally, by telephone, by teletype, by e-mail, by EDP terminal or other secured electronic transmittal or by telex, but if not given by teletype or other written method an Authorized Officer of the University shall give written confirmation thereof to the Issuing and Paying Agent.

The Vice President for Finance and Administration or other Authorized Officer shall prepare, or cause to be prepared, and submit to the Debt Sub-Committee of the Finance and Budget Committee at its regularly scheduled meeting and/or at such other times as it may require, a report regarding the amount and term of Notes issued. Such report shall contain such detailed information and be in such form as such Sub-Committee shall specify.

Each Tax-Exempt CP Note shall be identical in all respects to each other Tax-Exempt CP Note except as to principal amount, rate of interest, numbers and letters, date of issuance and maturity date, and except that, subject to the provisions of Section 3.05 hereof, they may be registered either to bearer or in the name of the owner thereof. Each Taxable CP Note shall be identical in all respects to each other Taxable CP Note except as to principal amount, rate of interest, numbers and letters, date of issuance and maturity date, and except that, subject to the provisions of Section 3.05 hereof, they may be registered either to bearer or in the name of the owner thereof.

SECTION 2.05. Forms of Notes. The University may deliver the Notes in the form of two Master Notes, one of which shall represent the Tax-Exempt Notes to be issued from time to time, and one of which shall represent the Taxable Notes to be issued from time to time. The form and provisions of the Master Notes and the Issuing and Paying Agent’s Certificate of Authentication thereon shall be substantially as set forth in Exhibit A-1 hereof; the form and provisions of the CP Notes and the Issuing and Paying Agent’s Certificate of Authentication shall be substantially as set forth in Exhibit A-2 hereof. References herein to Notes when a Master Note has been issued therefor shall refer to the indebtedness under the Master Note or the Advices issued with respect thereto.

SECTION 2.06. Additional Obligations. The University reserves the right to issue bonds, notes or any other obligations or otherwise incur indebtedness pursuant to other and separate resolutions or agreements, which bonds, notes or other obligations may be unsecured general obligations of the University or may be secured by any revenues, property or other income or assets of the University.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF NOTES

SECTION 3.01. Place And Medium Of Payment. The Notes shall be payable, with respect to the interest thereon and the principal thereof, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and interest on the Notes (other than a Master Note) shall be payable at the office of the Issuing and Paying Agent upon the surrender to the Issuing and Paying Agent of the Notes as they mature. The principal of and interest on the Notes shall be payable by wire transfer to the Holder thereof at the wire transfer address in the continental United States to which such Holder has directed the Issuing and Paying Agent to wire such payment.

SECTION 3.02. Maturities; Interest Rates. The Notes shall mature at the times and bear interest at the rates determined by an Authorized Officer of the University as provided in Article II hereof.
SECTION 3.03. Date of Notes. The principal amount of indebtedness under a Master Note incurred pursuant to an Advice and of each CP Note shall bear interest from the date of incurrence or issuance of such Advice or CP Note, respectively.

SECTION 3.04. Denominations, Numbers and Letters. The CP Notes and each Advice shall be issued in the minimum denomination of $100,000 or greater integral multiples of $1,000. The Taxable CP Notes shall be lettered “TCP-” followed by the number of the CP Note. The Tax-Exempt CP Notes shall be lettered “TECP-” followed by the number of the CP Note. The CP Notes shall be numbered from one upwards in order of issuance.

SECTION 3.05. Forms of Notes. The Notes may be issued in the form of fully registered Notes without coupons registered in the name of the owner thereof or to bearer, except that each Master Note shall be issued in the form of a fully registered Note without coupons registered in the name of the Depository or its nominee.

SECTION 3.06. Master Note. The Issuing and Paying Agent shall maintain such books, records and accounts as may be necessary to evidence the indebtedness of the University resulting from each Master Note and each Advice delivered by the Issuing and Paying Agent, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon and the principal and interest paid from time to time thereunder. In any legal action or proceeding in respect of a Master Note, the entries made in such books, records or accounts shall be, absent manifest error, conclusive evidence of the existence and the amounts of the obligations of the University therein recorded.

SECTION 3.07. Legends. The Notes may contain, or have endorsed thereon, such provisions, specifications and descriptive words not inconsistent herewith, as may be necessary or desirable and as may be determined by an Authorized Officer of the University prior to their delivery.

SECTION 3.08. Execution and Authentication. The Notes shall bear the facsimile signature of the Chairman of the Board and a facsimile of the corporate seal of the University shall be imprinted on the Notes and shall be attested by the facsimile signature of the Secretary of the University. In case any officer whose signature or a facsimile of whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also any Note may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Notes shall bear thereon a certificate of authentication manually executed by the Issuing and Paying Agent. Only such Notes as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution and no Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Issuing and Paying Agent. Such certificate of the Issuing and Paying Agent upon any Note executed on behalf of the University shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered under the Resolution and that the Holder thereof is entitled to the benefits hereof.
SECTION 3.09.  Interchangeability of Notes.  Taxable Notes or Tax–Exempt Notes registered to bearer, upon surrender thereof at the office of the Issuing and Paying Agent may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of Taxable Notes or Tax–Exempt Notes, as applicable, registered other than to bearer of the same date, maturity and interest rate of any other authorized denominations.

Taxable Notes or Tax–Exempt Notes registered other than to bearer (other than a Master Note), upon surrender thereof at the office of the Issuing and Paying Agent with a written instrument of transfer satisfactory to the Issuing and Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, may, subject to the provisions of Section 3.05 hereof, be exchanged for an equal aggregate principal amount of Taxable Notes or Tax–Exempt Notes, as applicable, registered to bearer of the same date, maturity and interest rate of any other authorized denominations.

SECTION 3.10.  Negotiability, Transfer and Registry.  All Notes issued hereunder shall be negotiable subject to the provisions for registration and transfer contained herein and in the Notes.  So long as any of the Notes shall not have matured, the University shall maintain and keep, at the office of the Issuing and Paying Agent, books for the registration and transfer of Notes; and, upon presentation for such purpose at said office, the University shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Issuing and Paying Agent may prescribe, any Note entitled to registration or transfer.  So long as any of the Notes have not matured, the University shall make all necessary provisions to permit the exchange of Notes at the office of the Issuing and Paying Agent.

SECTION 3.11.  Transfer of Notes.  All Notes registered to bearer shall be transferable by delivery.  Any such Note may be registered on the books of the University at the office of the Issuing and Paying Agent, upon presentation thereof at said office and the payment of a charge sufficient to reimburse the University or the Issuing and Paying Agent for any tax, fee or other governmental charge required to be paid with respect to such registration, and such registration shall be noted on such Note.  After said registration no transfer thereof shall be valid unless made on said books by the registered owner in person or by his attorney duly authorized in writing and similarly noted on such Note; but such Note may be discharged from registration by being in like manner transferred to bearer, after which it shall again become transferable by delivery.  Thereafter such Note may, subject to the provisions of Section 3.05 hereof, again, from time to time, be registered or discharged from registration in the same manner.

Each Taxable Note or Tax–Exempt Note registered other than to bearer shall be transferable only upon the books of the University, which shall be kept for that purpose at the office of the Issuing and Paying Agent, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Issuing and Paying Agent duly executed by the registered owner or his duly authorized attorney and the payment of a charge sufficient to reimburse the University or the Issuing and Paying Agent for any tax, fee or other governmental charge required to be paid with respect to such transfer.  Upon the transfer of any such registered Note, the University shall cause to be issued in the name of the transferee a new Taxable Note or Notes or a new Tax–Exempt Note or Notes, as applicable, or at the option of the transferee and, subject to the provisions of Section 3.05 hereof, Taxable Notes or Tax–Exempt Notes, as applicable, registered to bearer, of the same aggregate principal amount, date, maturity and interest rate as the surrendered Note.

The University and the Issuing and Paying Agent may deem and treat the bearer of any Note which shall not at the time be registered other than to bearer, or the person in whose name any Note for the time being shall be registered on the books of the University, as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the
principal of and interest on such Note and for all other purposes whatsoever, and such payments so made to the bearer of a Note registered to bearer or to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums paid, and neither the University nor the Issuing and Paying Agent shall be affected by any notice to the contrary. The University agrees to indemnify and save the Issuing and Paying Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such bearer or registered owner.

SECTION 3.12. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Notes is exercised, the University shall execute and the Issuing and Paying Agent shall authenticate and deliver Notes in accordance with the provisions hereof. All Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the Issuing and Paying Agent. For every such exchange or transfer of Notes, the University or the Issuing and Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provisions hereof, the cost of preparing each new Note upon each exchange or transfer, and any other expenses of the University or the Issuing and Paying Agent incurred in connection therewith, shall be paid by the person requesting such exchange or transfer.

SECTION 3.13. Notes Mutilated, Destroyed, Lost or Stolen. In case any Note shall become mutilated or be destroyed, lost or stolen, the University in its discretion may execute, and upon its request the Issuing and Paying Agent shall authenticate and deliver, a new Note of like date, maturity, interest rate and principal amount as the Note so mutilated, destroyed, lost or stolen, in exchange and substitution for the mutilated, destroyed, lost or stolen Note, upon surrender and cancellation of such mutilated Note, or in lieu of and substitution for such Note so destroyed, lost or stolen, upon filing with the University and the Issuing and Paying Agent evidence satisfactory to the University and the Issuing and Paying Agent that such Note has been destroyed, lost or stolen and proof of ownership thereof, and upon furnishing the University with indemnity satisfactory to it and complying with such other reasonable regulations as the University may prescribe and paying such expenses as the University and the Issuing and Paying Agent may incur in connection therewith. All Notes so surrendered to the Issuing and Paying Agent shall be cancelled by it and evidence of such cancellation shall be given to the University.

ARTICLE IV.
FUNDS AND ACCOUNTS;
APPLICATION THEREOF; INVESTMENT

SECTION 4.01. Establishment of Funds and Accounts. The following funds and separate accounts within funds are hereby established and shall be held and maintained by the Issuing and Paying Agent:

Proceeds Fund; and within the Proceeds Fund, the Taxable Notes Proceeds Account and Tax-Exempt Notes Proceeds Account; and
Payment Fund; and within the Payment Fund, the Taxable Notes Payment Account and Tax-Exempt Notes Payment Account.

In addition, pursuant to and in accordance with written instructions of an Authorized Officer of the University, the University may direct the establishment and application of other funds and
accounts to be held and maintained by the Issuing and Paying Agent as the University shall deem necessary in connection with the Notes.

Notwithstanding the above to the contrary, an Authorized Officer of the University may direct that the Proceeds Fund or any Account therein be held by another financial institution and upon such direction, the Issuing and Paying Agent shall transfer any amounts on deposit in the Proceeds Fund to such financial institution. Such financial institution shall apply moneys in the Proceeds Fund or any Account therein in accordance with Section 4.03 hereof, shall invest such moneys in accordance with Section 4.05 hereof, and shall agree to comply with the provisions of this Resolution.

All moneys at any time deposited in any fund or account created hereby shall be held in trust for the benefit of the Holders of Notes, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes provided herein.

SECTION 4.02. Application of Note Proceeds and Allocation Thereof. Upon the receipt of the proceeds from each sale and issuance of Tax-Exempt Notes pursuant to an Advice, such proceeds, up to the sum of the aggregate principal amount of Outstanding Tax-Exempt Notes maturing on the date of such issuance, shall be deposited to the Tax-Exempt Notes Payment Account of the Payment Fund. The balance of the proceeds shall be deposited to the Tax-Exempt Notes Proceeds Account of the Proceeds Fund.

Upon the receipt of the proceeds from each sale and issuance of Taxable Notes pursuant to an Advice, such proceeds, up to the sum of the aggregate principal amount of Outstanding Taxable Notes maturing on the date of such issuance, shall be deposited to the Taxable Notes Payment Account of the Payment Fund. The balance of the proceeds shall be deposited to the Taxable Notes Proceeds Account of the Proceeds Fund.

SECTION 4.03. Application of Moneys in the Proceeds Fund. Moneys in the Proceeds Fund shall be applied in accordance with the written instructions of the University to pay Costs of the Project or Costs of Issuance. Moneys deposited in the Proceeds Fund will be expended to pay Costs of Issuance and Costs of the Project upon the submission of requisitions, a form of which is attached hereto as Appendix E, by the University signed by an Authorized Officer of the University stating the amount to be paid, to whom it is to be paid and the reason for such payment, stating that the amounts to be paid do not exceed the amounts authorized for Costs of Issuance and capitalized interest, and that the amount of such requisition is justly due and owing and has not been the subject of another requisition which was paid from the Proceeds Fund, except that payments to pay interest on Notes shall be made by the Issuing and Paying Agent upon receipt of, and in accordance with, the direction of an Authorized Officer of the University directing the Issuing and Paying Agent to transfer such amount from the Proceeds Fund to the Payment Fund.

An Authorized Officer of the University may also deliver a certificate stating that a specified amount of money on deposit in the Proceeds Fund shall not be used to pay Costs of the Project (either because such Project has been completed, bonds or other obligations of the University are being issued to refund the Notes issued to finance such Project prior to completion, the Project has been abandoned or for any other reason). Upon receipt of such certificate, such amount shall be transferred to the Payment Fund and applied to pay the principal amount of Notes when due.

SECTION 4.04. Application of Moneys in the Payment Fund. The University shall pay or cause to be paid to the Issuing and Paying Agent for deposit into the Tax-Exempt Notes Payment Account, on or before the maturity date of each Tax-Exempt Note, an amount sufficient when added to any amounts on deposit therein (including proceeds of the Notes required by Section 4.02 hereof to be deposited in the Payment Fund) to pay the principal of and interest on the Tax-Exempt Notes on such
maturity date. The Issuing and Paying Agent shall deposit such amount into the Tax-Exempt Notes Payment Account upon receipt. Unless otherwise directed by the University, the Issuing and Paying Agent shall pay the principal of and interest on each Tax-Exempt Note as it comes due solely from moneys in the Tax-Exempt Notes Payment Account. In the event that the University deposits or causes the deposit of the moneys sufficient to pay the principal of Tax-Exempt Notes Outstanding when due and there are on deposit in the Tax-Exempt Notes Payment Account moneys derived from the sale of other Tax-Exempt Notes issued for the purpose of paying all or a portion of such principal, the Issuing and Paying Agent shall pay such moneys to or for the account of the University.

The University shall pay or cause to be paid to the Issuing and Paying Agent for deposit into the Taxable Notes Payment Account, on or before the maturity date of each Taxable Note, an amount sufficient when added to any amounts on deposit therein (including proceeds of the Notes required by Section 4.02 hereof to be deposited in the Payment Fund) to pay the principal of and interest on the Taxable Notes on such maturity date. The Issuing and Paying Agent shall deposit such amount into the Taxable Notes Payment Account upon receipt. Unless otherwise directed by the University, the Issuing and Paying Agent shall pay the principal of and interest on each Taxable Note as it comes due solely from moneys in the Taxable Notes Payment Account. In the event that the University deposits or causes the deposit of the moneys sufficient to pay the principal of Taxable Notes Outstanding when due and there are on deposit in the Taxable Notes Payment Account moneys derived from the sale of other Taxable Notes issued for the purpose of paying all or a portion of such principal, the Issuing and Paying Agent shall pay such moneys to or for the account of the University.

SECTION 4.05. Investment of Funds and Accounts. Any moneys held in the Proceeds Fund or Payment Fund shall be invested by the Issuing and Paying Agent at the direction of the University in any investment permitted by law.

Obligations purchased or other investments made as an investment of moneys in any fund or account established hereunder shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such fund or account.

In computing the amount in any fund or account established hereunder, obligations purchased as an investment of moneys therein or held therein shall be valued at par or the cost thereof, plus accrued interest, whichever is lower.

The Issuing and Paying Agent shall sell at the highest price reasonably obtainable or present for redemption any obligations so purchased or present for payment any such certificates of deposit whenever it shall be necessary so to do in order to provide moneys to make any payment or transfer of moneys from any such fund or account.

SECTION 4.06. Liability for Investments. Neither the University nor the Issuing and Paying Agent shall have any liability arising out of or in connection with the making of any investment authorized by the provisions of this Article IV, in the manner provided in this Article IV, for any depreciation in value of any obligation, or for any loss, direct or indirect, resulting from any investment.

ARTICLE V.

PARTICULAR COVENANTS

The University covenants and agrees with the Holders of the Notes as follows:
SECTION 5.01. Payment of Principal and Interest. The University shall pay or cause to be paid the principal of and interest on every Note on the date and at the places and in the manner provided in the Notes, according to the true intent and meaning thereof.

SECTION 5.02. Extension of Payment of Notes. The University shall not extend or assent to the extension of the maturity of any of the CP Notes or indebtedness under a Master Note or the time of any claim for interest and, in case the maturity of any of such Notes or indebtedness or the time for payment of any claims for interest shall be extended, such Notes or indebtedness or claims for interest shall not be entitled, in case of any default hereunder, to the benefit hereof or to any payment out of any assets of the University or the funds (except funds held in trust for the payment of particular Notes or indebtedness or claims for interest pursuant hereto), except subject to the prior payment of the principal of all Outstanding Notes the maturity of which has not been extended and of such portion of the interest on such Notes as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the University to issue notes or bonds to refund Outstanding Notes as permitted hereby and such issuance shall not be deemed to constitute an extension of the maturity of the Notes refunded.

SECTION 5.03. Powers as to Note. The University is duly authorized under all applicable laws to create and issue the Notes and to adopt the Resolution. The University represents and further covenants that the Notes and the provisions hereof are and shall be the valid and legally enforceable general obligations of the University in accordance with their terms and the terms hereof.

SECTION 5.04. Tax-Exemption. The University hereby covenants with the Holders of the Tax-Exempt Notes that, in order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Tax-Exempt Notes (i) the University shall comply with the provisions of the Code applicable to the Tax-Exempt Notes necessary to maintain such exclusion, including without limitation the provisions of the Code which prescribe yield and other limits within which proceeds of the Tax-Exempt Notes are to be invested, and which, in certain circumstances, require the rebate of certain earnings on such amounts to the Department of the Treasury of the United States of America in accordance with Section 148(f) of the Code, (ii) the University shall not take any action or fail to take any action which would cause any Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code and (iii) the University shall not use any part of the proceeds of the Tax-Exempt Notes in a manner which would cause any Note to be a “private activity bond” within the meaning of Section 141(a) of the Code. In furtherance of the foregoing, the University shall comply with such written instructions as may be provided by its special tax counsel or Bond Counsel. Notwithstanding any provision of the Resolution to the contrary, the obligation of the University to comply with the requirements of this covenant shall survive the payment, redemption or defeasance of any and all of the Tax-Exempt Notes.

SECTION 5.05. General. The University shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the University under the provisions hereof in accordance with the terms of such provisions.

Upon the date of issuance of Notes, all conditions, acts and things required by the statutes of the State and hereby to exist, to have happened and to have been performed precedent to and in the issuance of such Notes, shall exist, have happened and have been performed and the issuance of such Notes, together with all other indebtedness of the University, shall be within every debt and other limit prescribed by the laws of the State.
ARTICLE VI.

CONCERNING THE ISSUING AND PAYING AGENT

SECTION 6.01. Appointment and Acceptance of Issuing and Paying Agent. Deutsche Bank Trust Company Americas, New York, New York, is hereby appointed Issuing and Paying Agent. The Issuing and Paying Agent shall have such duties as are imposed upon it hereby and as may be imposed upon it pursuant to the Issuing and Paying Agency Agreement. The Issuing and Paying Agent shall signify its acceptance of the duties and obligations of Issuing and Paying Agent imposed upon it hereby and by the Issuing and Paying Agency Agreement by execution and delivery thereof.

SECTION 6.02. Resignation or Removal of Issuing and Paying Agent. Subject to the provisions of the Issuing and Paying Agency Agreement, the Issuing and Paying Agent, or any successor thereof, may at any time resign or be removed by the University; provided, however, that no such resignation or removal shall take effect until a successor Issuing and Paying Agent has been appointed.

SECTION 6.03. Successor Issuing and Paying Agent. In case the Issuing and Paying Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Issuing and Paying Agent or of its property shall be appointed, or if any public officer shall take charge or control of the Issuing and Paying Agent or of its property or affairs, the University shall forthwith appoint a successor Issuing and Paying Agent and promptly give notice thereof to Note Holders. Copies of any resolution of the University providing for any such appointment shall be delivered by the University to the successor Issuing and Paying Agent so appointed and the predecessor Issuing and Paying Agent. Any successor appointed under the provisions of this Section shall be a bank located in the State, the Commonwealth of Massachusetts or in the State of New York having trust powers or a trust company organized under the laws of the State, the Commonwealth of Massachusetts or the State of New York or national banking association located in the State, the Commonwealth of Massachusetts or in the State of New York having a capital and surplus aggregating at least $75,000,000 if there be such a bank having trust powers or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms and authorized by law to perform all the duties required hereby and by the Issuing and Paying Agency Agreement.

SECTION 6.04. Transfer of Rights and Property to Successor Issuing and Paying Agent. Any successor appointed under the provisions of Section 6.03 hereof shall execute and deliver to the University, an Issuing and Paying Agency Agreement accepting such appointment and the duties and obligations imposed upon it hereby and by the Issuing and Paying Agency Agreement, and thereupon such successor, without any further act, deed or conveyance shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder and under the Issuing and Paying Agency Agreement, with like effect as if originally appointed as Issuing and Paying Agent. However, the Issuing and Paying Agent then ceasing to act shall nevertheless, on request by the University or of such successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of such Issuing and Paying Agent in and to any property held by it hereunder, and shall pay over, assign and deliver to such successor any moneys, funds or accounts, or other properties held by it as Issuing and Paying Agent. Should any deed, conveyance or instrument in writing from the University be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties or obligations, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the University.
SECTION 6.05. **Merger or Consolidation.** Any company into which the Issuing and Paying Agent may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Issuing and Paying Agent may sell or transfer all or substantially all of its corporate trust business; provided, however, that such company shall be a bank having trust powers or trust company or national banking association qualified to be a successor to such Issuing and Paying Agent under the provisions of Section 6.03 hereof, shall be the successor to such Issuing and Paying Agent, without any further act, deed or conveyance.

ARTICLE VII.

SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. **Modification and Amendment Without Consent.** Notwithstanding any other provisions of this Article VII or Article VIII hereof, the University may adopt at any time or from time to time, without the consent of the Noteholders, Supplemental Resolutions for any one or more of the following purposes, and any such Supplemental Resolution shall become effective in accordance with its terms:

(a) To add additional covenants and agreements of the University for the purpose of further securing the payment of the Notes, provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the University contained herein;

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

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

(d) To modify any of the provisions hereof in any other respects, provided that such modifications shall not be effective until after all Notes Outstanding as of the date of adoption of such Supplemental Resolution shall cease to be Outstanding;

(e) To modify, waive or repeal any of the provisions of Section 2.01 with respect to the limitations on the amount or terms of the Notes or the provisions of Section 2.02 hereof to change the purposes for which Notes may be issued, including for the purpose of providing the University with working capital or the provisions of Section 2.04 regarding the procedures for the issuance of Notes;

(f) To amend the Project Description attached hereto as Appendix C and to amend Appendix D;

(g) To provide for the issuance of the Notes as book-entry only Notes utilizing systems and procedures therefor of the Depository or the nominee thereof in whose name the Notes are to be registered or to discontinue the issuance of Notes in such form and to issue the Notes in fully certificated form; or
(h) To cure any ambiguity or defect or inconsistent provision herein or to insert such provisions clarifying matters or questions arising hereunder as are necessary or desirable, provided that any such modifications are not contrary to or inconsistent herewith as theretofore in effect, or to modify any of the provisions hereof or of any previously adopted Supplemental Resolution in any other respect, provided that such modification shall not adversely affect the interests of the Noteholders in any material respect.

SECTION 7.02. Supplemental Resolutions Effective With Consent of Noteholders. The provisions hereof may also be modified or amended at any time or from time to time by a Supplemental Resolution, subject to the consent of the Noteholders in accordance with and subject to the provisions of Article VIII hereof, such Supplemental Resolution to become effective upon the filing in the office of the Issuing and Paying Agent of a copy thereof certified by an Authorized Officer of the University.

SECTION 7.03. General Provisions Relating to Supplemental Resolutions. The Resolution shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article VII and Article VIII hereof. Nothing contained in this Article VII or Article VIII hereof shall affect or limit the rights or obligations of the University to execute and deliver to the Issuing and Paying Agent any instrument elsewhere herein provided or permitted to be delivered to the Issuing and Paying Agent.

A copy of every Supplemental Resolution adopted by the University, when filed in the office of the Issuing and Paying Agent, shall be accompanied by an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions hereof, is authorized or permitted hereby and is valid and binding upon the University and enforceable in accordance with its terms.

No Supplemental Resolution changing, amending or modifying any of the rights or obligations of the Issuing and Paying Agent, shall become effective without the written consent of the Issuing and Paying Agent.

ARTICLE VIII.

AMENDMENTS OF RESOLUTION

SECTION 8.01. Powers of Amendment. Any modification or amendment hereof and of the rights and obligations of the University, and of the Holders of the Notes hereunder, in any particular, may be made by a Supplemental Resolution, with the written consent given as hereinafter provided in Section 8.02 hereof, of the Holders of at least a majority in principal amount of the Notes Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Notes of like maturity remain Outstanding, the consent of the Holders of such Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Notes under this Section. No such modification or amendment shall permit a change in the maturity of the principal of any Outstanding Note or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the Holder of such Note, or shall reduce the percentages or otherwise affect the classes of Notes the consent of the Holders of which is required to effect any such modification or amendment.
SECTION 8.02. Consent of Noteholders. The University may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 8.01 hereof to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto), together with a request to the Noteholders for their consent thereto, shall promptly after adoption be mailed by the University to each registered owner of a Note and, if any Outstanding Notes are then registered to bearer, be published at least once (but failure of any particular Noteholder to receive such copy or summary and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed in the principal office of the University (a) the written consent of the Holders of the percentages of Outstanding Notes specified in Section 8.01 hereof and (b) an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the University in accordance with the provisions hereof, is authorized or permitted hereby, and is valid and binding upon the University and enforceable in accordance with its terms, and (ii) a notice shall have been given as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of the holding or owning at the date of such consent, of the Notes with respect to which such consent is given, which proof shall be such as is permitted by Section 11.01 hereof. Any consent given by a Noteholder shall be binding upon the Noteholder giving such consent and, anything in Section 11.01 hereof to the contrary notwithstanding, upon any subsequent Noteholder and of any Notes issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Noteholder giving such consent or a subsequent Holder thereof by filing with the University, prior to the time when the written statement of the University hereinafter in this Section provided for is filed, such revocation and, if such Notes are transferable by delivery, proof that such Notes are held by the signer of such revocation in the manner permitted by Section 11.01 hereof. At any time after the Holders of the required percentages of Notes shall have filed their consents to the Supplemental Resolution, notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the University on a stated date, a copy of which is on file with the University) has been consented to by the Holders of the required percentages of Notes and will be effective as provided in this Section, shall be given by the University to the Noteholders by mailing such notice to the Noteholders and, if any Outstanding Notes are then registered to bearer, by publishing the same at least once not more than ninety (90) days after the Holders of the required percentages of Notes shall have filed their consents to the Supplemental Resolution and the written statement of the University hereinafore provided for is filed (but failure to mail or publish such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section provided). The University shall, if publication is required hereby, file in its principal office proof of the publication of such notice, and, if the same shall have been mailed to the Holders of Notes, of the mailing thereof. A transcript, consisting of the papers required or permitted by this Section to be filed with the University, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the University, the Issuing and Paying Agent and the Holders of all Notes upon the filing with the University of proof of the mailing of such notice or at the expiration of thirty (30) days after the filing with the University of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such thirty (30) day period; provided, however, that the University and the Issuing and Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

SECTION 8.03. Modifications by Unanimous Consent. The terms and provisions hereof and the rights and obligations of the University and of the Holders of the Notes may be modified or amended in any respect upon the adoption and filing with the Issuing and Paying Agent of a copy of a
Supplemental Resolution certified by an Authorized Officer of the University and with the University the consent of the Holders of all of the Notes then Outstanding, such consent to be given as provided in Section 8.02 hereof, except that no notice to the Noteholders either by mailing or publication shall be required.

**SECTION 8.04. Mailing and Publication.** Any provision in this Article VIII for the mailing of a notice or other document to Noteholders shall be fully complied with if it is mailed postage prepaid only to each registered owner of Notes then Outstanding at such person’s address, if any, appearing upon the registry books of the University.

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

**SECTION 8.05. Exclusion of Notes.** Notes owned or held by or for the account of the University shall not be deemed Outstanding for the purpose of consent or other action provided for herein, and the University shall not be entitled with respect to such Notes to give any consent or take any other action provided for herein.

**SECTION 8.06. Notation on Notes.** Notes delivered after the effective date of any action taken as in Article VII hereof or this Article VIII provided may bear a notation by endorsement or otherwise in form approved by the University as to such action, and in that case upon demand of the Holder of any Note Outstanding at such effective date and upon presentation of his Note for such purpose at the office of the Issuing and Paying Agent suitable notation shall be made on such Note by the Issuing and Paying Agent as to any such action. If the University shall so determine, new Notes so modified as, in the opinion of the University, conform to such action shall be prepared and delivered, and upon demand of the Holder of any Note then Outstanding shall be exchanged, without cost to such Noteholder, for Notes of the same date, maturity and interest rate then Outstanding, upon surrender of such Notes.

**ARTICLE IX.**

**DEFAULTS AND REMEDIES**

**SECTION 9.01. Events of Default.** An event of default shall exist hereunder (herein called “event of default”) if:

(a) Payment of the principal of or an installment of interest on any Note shall not be made by the University when the same shall become due and payable, either at maturity or otherwise; or

(b) The University shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained herein or in the Notes on the part of the University to be performed and such default shall continue for forty-five (45) days after written notice specifying such default and requiring same to be remedied shall have been given to the University by the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Notes.

**SECTION 9.02. Enforcement of Remedies.** Upon the happening and continuance of any event of default specified in Section 9.01 hereof, then and in every such case, the Holder of any Note shall be entitled to proceed to protect and enforce such Holder’s rights by such appropriate judicial proceeding as such Holder shall deem most effectual to protect and enforce any such right, either by suit
in equity or by action in law, whether for specific performance of any covenant or agreement contained herein, or in aid of the exercise of any power granted hereby, or to enforce any other legal or equitable right vested in the Holders of the Notes hereby or by the Notes or by law; provided, however, that the principal of all Outstanding Notes and the interest accrued thereon may not be declared to be due and payable upon the happening of an event of default specified in Section 9.01 hereof. Except as limited by this Article IX, the Holders of the Notes shall have such remedies as may be provided by law.

SECTION 9.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, except that the principal of all Outstanding Notes and the interest accrued thereon may not be declared to be due and payable upon the happening of an event of default specified in Section 9.01 hereof.

SECTION 9.04. Priority of Payments After Default. If at any time the moneys held hereunder shall not be sufficient to pay the principal of and interest on the Notes as the same become due and payable by their terms, such moneys together with any moneys then available or thereafter becoming available for such purpose, shall, subject to the provisions of Section 12.03 hereof, be applied as follows:

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

Second: To the payment to the persons entitled thereto of the unpaid principal of any Notes which shall have become due at maturity in the order of their due dates and, if the amount available shall not be sufficient to pay in full all Notes due on any date, then to the payment thereof ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference.

ARTICLE X.

DEFEASANCE

SECTION 10.01. Defeasance. (a) If the University shall pay or cause to be paid to the Holders of the Notes the principal of and interest thereon, at the times and in the manner stipulated therein and herein, then all rights granted hereby to such Notes and the covenants, agreements, and other obligations of the University shall cease, terminate and become void and be discharged and satisfied with respect to the Notes and the Holders thereof. In such event, all moneys or investment securities held by it pursuant to this Resolution which are not required for the payment of the Notes shall be paid or delivered by the Issuing and Paying Agent to the University. In the event of any discharge and satisfaction provided for in this Section 10.01(a), the Issuing and Paying Agent shall, upon request of the University, execute and deliver such documents to evidence satisfaction as may be reasonably required by the University.

(b) Notes for the payment of which moneys shall have been set aside and shall be held in trust (through deposit of moneys for such payment with a bank or trust company having a capital and surplus of not less than $75,000,000, to be held in a separate account irrevocably in trust for the Holders thereof) shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Notes shall, prior to the maturity date thereof, be deemed to have been paid within the
meaning and with the effect expressed in Section 10.01(a) hereof if there shall have been deposited in trust (through deposit of moneys for such payment with a bank or trust company having a capital and surplus of not less than $75,000,000, to be held in a separate account irrevocably in trust for the Holders thereof) either moneys in an amount which shall be sufficient, or Government Obligations the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited in trust at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on said Notes on and prior to the maturity date thereof. Neither the Government Obligations nor the moneys deposited in trust pursuant to this Section 10.01(b) nor the principal or interest payments on such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Notes; provided, however, that any moneys not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on the Notes on and prior to the maturity date thereof. Any income or interest earned by, or increment to, the investment of any such moneys so deposited, shall, to the extent in excess of the amounts required hereinafore to pay the principal and interest on the Notes, as realized, be paid to the University, and any such moneys shall be released from any trust, pledge, lien, encumbrance or security interest created hereby.

(c) Anything herein to the contrary notwithstanding, any moneys held for the payment and discharge of any of the Notes which remain unclaimed for a period of one (1) year after the date such Notes have become due and payable at their stated maturity dates shall, at the written request of the University, be repaid to the University as its absolute property and free from trust, and the Issuing and Paying Agent shall thereupon be released and discharged with respect thereto and the Holders of Notes shall look only to the University for the payment of such Notes; provided, however, that, before being required to make any such payment to the University, the Issuing and Paying Agent or the bank or trust company holding such moneys may, at the expense of the University, cause to be published in an Authorized Newspaper a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after the date of publication of such notice, the balance of such moneys then unclaimed shall be returned to the University.

ARTICLE XI.

EXECUTION OF INSTRUMENTS BY NOTEHOLDERS AND PROOF OF OWNERSHIP OF NOTES

SECTION 11.01. Evidence of Signatures of Noteholders and Ownership of Notes.
Any request, consent or other instrument which the Resolution may require or permit to be signed and executed by a Holder or Holders of Notes may be in one or more instruments of similar tenor, and shall be signed or executed by such Holder or Holders of Notes in person or by his or their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, or the holding or owning by any person of such Notes, shall be sufficient for any purpose hereof (except as otherwise herein expressly provided) if made in the following manner, but the University or the Issuing and Paying Agent may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Noteholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the University or the Issuing and Paying Agent or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the
person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Noteholder may be established without further proof if such instrument is signed by a person purporting to be the president or a vice-president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The amount of Notes transferable by delivery held by any person executing such request or other instrument as a Noteholder, and the numbers and other identification thereof, and the date of his holding such Notes, may be proved by a certificate (which need not be acknowledged or verified) satisfactory to the University, executed by any officer or partner of a bank, trust company, or other financial firm or corporation satisfactory to the University, showing that at the date therein mentioned such person exhibited to such officer or partner or had on deposit with such depository the Notes described in such certificate. Continued ownership after the date stated in such certificate shall be presumed unless and until a certificate complying with the provisions of this paragraph (b), bearing a subsequent date and relating to the same Notes, shall be delivered to the University.

The ownership of Notes registered other than to bearer and the amount, numbers and other identification, and date of holding or owning the same shall be proved by the registry books. Any request, consent or vote of the owner of any Note shall bind all future owners of such Note in respect of anything done or suffered to be done or omitted to be done by the University or the Issuing and Paying Agent in accordance therewith.

ARTICLE XII.

MISCELLANEOUS

SECTION 12.01. Further Authority. Each Authorized Officer of the University is hereby authorized to execute and deliver such documents, agreements, instruments and certifications as may be necessary to give effect to this Resolution.

SECTION 12.02. Preservation and Inspection of Documents. All documents received by the Issuing and Paying Agent from the University or by the University or the Issuing and Paying Agent from Noteholders under the provisions hereof shall be retained in their possession until no Notes remain Outstanding and, at all reasonable times and with reasonable notice to the University, shall be subject to inspection by any Noteholder and the Noteholder’s agents and representatives, any of whom may make copies thereof; provided, however, that with respect to inspection by a Noteholder a written request of such Noteholder must have been received by the Issuing and Paying Agent or the University, as the case may be, at least five (5) Business Days prior to the date of inspection.

SECTION 12.03. Moneys and Funds Held for Particular Notes. The amounts held by the Issuing and Paying Agent for the payment of the principal of and interest on the Notes due on any date with respect to particular Notes shall, pending such payment, be set aside and held in trust by it for the Holders of such Notes entitled thereto, and for the purposes hereof such principal of and interest on such Notes, due after such date thereof, shall no longer be considered to be unpaid.
SECTION 12.04. Cancellation of Notes. The Issuing and Paying Agent shall forthwith cancel all Notes which have been paid by it and may destroy such Notes and deliver a certificate to that effect to the University. No such Notes shall be deemed Outstanding Notes hereunder and no Notes shall be issued in lieu thereof.

SECTION 12.05. No Recourse under Resolution or on the Notes. All covenants, stipulations, promises, agreements, representations and obligations of the University contained herein shall be deemed to be the covenants, stipulations, promises, agreements, representations and obligations of the University and not of any member, officer or employee of the University in his individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claims based thereon or hereon against any member, officer or employee of the University or any person executing the Notes, all such liability, if any, being expressly waived and released by every Holder of Notes by the acceptance of the Notes.

SECTION 12.06. Survival of Particular Covenants. The obligation of the University to comply with the provisions of Section 5.04 hereof with respect to the rebate of certain earnings to the Department of the Treasury of the United States of America, accounting therefor and the maintenance of records relating thereto shall remain in full force and effect so long as the University shall be required by the Code to rebate such earnings notwithstanding that Notes are no longer Outstanding.

SECTION 12.07. Severability of Invalid Provision. If any one or more of the covenants, stipulations, promises, agreements and obligations provided herein on the part of the University or the Issuing and Paying Agent to be performed should be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, agreement or agreements or obligation or obligations shall be null and void, shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions hereof or of the Notes.

SECTION 12.08. Parties of Interest. Nothing herein, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the University and the Holders of the Notes any rights, remedies or claims hereunder or by reason hereof or any covenant, condition or stipulation thereof. All covenants, stipulations, promises and agreements herein contained by or on behalf of the University shall be for the sole and exclusive benefit of (i) the University, and (ii) the Holders from time to time of the Notes.

SECTION 12.09. Notices. Except as otherwise provided herein, any notices, directions or other instruments required to be given or delivered pursuant hereto shall be in writing and shall be delivered by hand against the written receipt therefor or sent by registered or certified mail addressed: in the case of the University, to it to the attention of the Treasurer, The University of Vermont and State Agricultural College, Burlington, VT 05405, in the case of the Issuing and Paying Agent, addressed to it at the office of the Issuing and Paying Agent at the address of such office set forth in the Issuing and Paying Agency Agreement; or, in each case, to such other individual and at such other address as the person to be notified shall have specified by notice to the other persons.

The University shall promptly provide each Rating Service with written notice (i) of any material revision to the Issuing and Paying Agency Agreement, (ii) that Notes are no longer Outstanding under the Resolution, including upon defeasance thereof pursuant to Section 10.01 hereof, (iii) of any material revision to any dealer agreement with respect to the issuance and sale of the Notes, (iv) of any amendment to the Resolution and (v) of the appointment of a successor Issuing and Paying Agent.
SECTION 12.10. **Headings.** Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part hereof nor shall they affect its meaning, construction or effect.

SECTION 12.11. **Governing Laws.** The Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 12.12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.
EXHIBIT A-1

FORM OF MASTER NOTE

THE UNIVERSITY OF VERMONT
AND STATE AGRICULTURAL COLLEGE

[TAXABLE][TAX-EXEMPT] COMMERCIAL PAPER MASTER NOTE

, 2004
(Date of Issuance)

The University of Vermont and State Agricultural College (the “University”), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the outstanding principal amount, together with unpaid unaccrued interest thereon, if any, on the maturity date of each obligation identified on the records of University (the “Underlying Records”) as being evidenced by this Master Note, which Underlying Records are maintained by Deutsche Bank Trust Company Americas (“Paying Agent”); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Payments shall be made solely by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding general obligation of the University for which the full faith and credit of the University is pledged. Neither the faith and credit nor the taxing power of the State is pledged for the payment of the principal of and interest on this Note. Neither the members of the Board of Trustees of the University or any persons executing this Note are liable personally on this Note by reason of its issuance.

Not Valid Unless Countersigned for Authentication by Paying Agent.

DEUTSCHE BANK TRUST COMPANY AMERICAS (Paying Agent) THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE (Issuer)

By: ___________________________ By: ___________________________
    (Authorized Countersignature)    (Authorized Signature)

(SEAL)

Attest and Countersign:

By: ___________________________
    (Authorized Signature)
At the request of the registered owner, University shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date of any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____________________________________________________________________________________

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing ____________________________________________________ attorney to transfer said Master Note on the books of University with full power of substitution in the premises.

Dated: __________________________________________________________________________

(Signature)

Signature(s) Guaranteed: Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to University or its agent 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.
FORM OF CP NOTES

[FRONT OF NOTE]

THE UNIVERSITY OF VERMONT
AND STATE AGRICULTURAL COLLEGE

[TAXABLE] [TAX-EXEMPT] COMMERCIAL PAPER NOTE

No. CP-

ISSUE DATE:

MATURITY DATE:

PRINCIPAL AMOUNT:

INTEREST RATE:

INTEREST AMOUNT:

FOR VALUE RECEIVED, The University of Vermont and State Agricultural College (the “University”), a body corporate and politic created and existing under and by virtue of the laws of the State of Vermont (the “State”), acknowledges itself indebted and for value received hereby promises to pay, but only from the sources mentioned herein, to [Bearer] [Name of Registered Owner if other than Bearer, or registered assigns], the Principal Amount stated above, with accrued interest thereon at the Interest Rate stated above, on the Maturity Date stated above, upon the presentation and surrender hereof at the office of Deutsche Bank Trust Company Americas (the “Issuing and Paying Agent”), New York, New York 10020. The principal of and interest on this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.
This CP Note is a valid and binding general obligation of the University for which the full faith and credit of the University is pledged. Neither the faith and credit nor the taxing power of the State is pledged for the payment of the principal of and interest on this Note. Neither the members of the Board of Trustees of the University or any persons executing this Note are liable personally on this Note by reason of its issuance.

It is hereby certified, recited, and declared that all conditions, acts and things required by the Constitution or statutes of the State and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Note exist, have happened and have been performed and that the issuance of the Notes, together with all other indebtedness of the University, is within every debt and other limit prescribed by said Constitution and statutes.

This Note shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Issuing and Paying Agent.

IN WITNESS WHEREOF, THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE has caused this Note to be signed in its name and on its behalf by its Chairman or Executive Director and attested by its Secretary or Assistant Secretary (the signatures of said officers may be by facsimile), and has caused its corporate seal to be affixed or reproduced hereon, and said officials by the execution hereof do adopt as and for their own proper signatures the signatures appearing on each of the Notes, all as of the Dated Date specified above.

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

ATTEST:  

By: _________________________________

Title: _______________________________

_______________________________

Title: ______________________________

[SEAL]
ISSUING AND PAYING AGENT’S CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Resolution.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Issuing and Paying Agent

By: __________________________
   Authorized Signatory

Date of Authentication:

* * * *

[BACK OF NOTE]

Unless otherwise defined herein, all terms herein shall have the same meanings, respectively, as such terms are given in the Resolution (as hereinafter defined).

This Note is one of a duly authorized issue of Notes of the University (hereinafter called the “Notes”), to be issued from time to time by the University in the aggregate principal amount outstanding at any time not to exceed the amounts set forth below, pursuant to the Commercial Paper Note Resolution, adopted by the University on November 13, 2004 (hereinafter called the “Resolution”). This Note and all Notes issued pursuant to the Resolution shall be general obligations of the University.

A copy of the Resolution is on file with and available for inspection at the offices of the Issuing and Paying Agent, at the above address, and at the offices of the University. Reference is made to the Resolution for a description of the provisions relating, among other things, to the terms of and security for the Notes, the rights, limitation of rights, obligations, duties, immunities and remedies of the University, the Issuing and Paying Agent and the Holders of the Notes and to the terms and conditions
under which the Notes are issued and may be issued thereunder, and, by the acceptance of this Note, the Holder hereof assents to all provisions of the Resolution.

The Notes shall be issued in the minimum denomination of $100,000 or greater integral multiples of $1,000. The Notes are issued for the purposes described in the Resolution. The aggregate principal amount of Taxable Notes and Tax-Exempt Notes which may be outstanding at any time shall not exceed the lower of $100,000,000 and the aggregate amount authorized to be issued to pay Costs of the Project and Costs of Issuance pursuant to resolutions of the Board authorizing the undertaking of a Project and the issuance of Notes to finance such Project. The aggregate principal amount of Notes maturing on any date shall not exceed $10,000,000.

The Notes issued from time to time under the Resolution may mature at different times, may bear interest at different rates, and may otherwise vary as provided by the Resolution.

This Note is not subject to redemption prior to the maturity thereof.

In the event that there shall have been set aside and held in trust either moneys in an amount which shall be sufficient, or Government Obligations the principal of and interest on which when due will provide moneys which, together with the moneys, if any, so set aside, deposited and held at the same time, shall be sufficient to pay when due the principal and interest due and to become due on the Notes on and prior to the maturity date thereof, then all rights granted by the Resolution to the Notes and the covenants, agreements, and other obligations of the University shall cease, terminate and become void and be discharged and satisfied with respect to the Notes and the Holders thereof.

The Holder of this Note shall have no right to institute any suit, action or proceeding in equity or at law for the execution of any trust under the Resolution, or for any other remedy under the Resolution, except as otherwise expressly provided in the Resolution.

No recourse shall be had for the payment of the principal of or interest on this Note or for any claims based thereon or on the Resolution against any member, officer, official or employee of the University or any person executing this Note, all such liability, if any, being hereby expressly waived and released by every Holder of this Note by the acceptance hereof, as provided in the Resolution.

The Resolution contains provisions permitting the University to adopt Supplemental Resolutions modifying or amending the Resolution and the rights and obligations of the University and the Holders of the Notes thereunder, with the written consent of the Holders of at least a majority in principal amount of the Notes Outstanding thereunder; provided, however, if such modification or amendment will, by its terms, not take effect so long as any Notes of like maturity remain Outstanding, the consent of the Holders of such Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Notes under that section of the Resolution. No modification or amendment shall permit a change in the maturity of the principal of any Outstanding Note or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the Holder of such Note, or reduce the percentages or otherwise affect the classes of Notes the consent of the Holders of which is required to effect any such modification or amendment.

This Note is a negotiable instrument subject, however, to the provisions for registration and transfer contained in the Resolution and in this Note. This Note, if registered to bearer shall be transferable by delivery, and may be registered on the books of the University at the office of the Issuing and Paying Agent, upon presentation thereof at said office and the payment of such charges as provided in the Resolution. After said registration no transfer thereof shall be valid unless made on said books by the
registered owner in person or by its attorney duly authorized in writing and similarly noted on such Note; but such Note may be discharged from registration by being in like manner transferred to bearer, after which it shall again become transferable by delivery. Thereafter such Note may, subject to the Resolution, again, from time to time, be registered or discharged from registration in the same manner. This Note, if registered other than to bearer, is transferable, as provided in the Resolution, only upon the registration books kept by the Issuing and Paying Agent as registrar of the University, at the request of the registered owner hereof in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Issuing and Paying Agent duly executed by the registered owner or its duly authorized attorney and upon the payment of such charges as provided in the Resolution. Upon such surrender for transfer, the University shall issue in the name of the transferee a new Note or Notes in accordance with the provisions of the Resolution and this Note providing for the interchangeability of Notes.

The University, and the Issuing and Paying Agent may deem and treat the bearer or, if registered other than to bearer, the person in whose name this Note is registered, as the case may be, as the absolute owner hereof, whether this Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on this Note and for all other purposes, and all such payments so made to bearer or the registered owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the University nor the Issuing and Paying Agent shall be effected by any notice to the contrary.

This Note, if registered to bearer, upon surrender thereof at the office of the Issuing and Paying Agent may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of Notes registered other than to bearer of the same date, maturity and interest rate of any other authorized denominations. This Note, if registered other than to bearer, upon surrender thereof at the office of the Issuing and Paying Agent with a written instrument of transfer in substantially the form annexed hereto, duly executed by the registered owner or its attorney duly authorized in writing, may, subject to the provisions of the Resolution, be exchanged for an equal aggregate principal amount of Notes registered to bearer of the same date, maturity and interest rate of any other authorized denominations.

For every exchange or transfer of this Note the University or the Issuing and Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer, as a condition precedent to the exercise of the privilege of making such exchange or transfer. The cost of preparing each new Note issued upon such exchange or transfer and any other expenses of the University or the Issuing and Paying Agent incurred in connection therewith, shall be paid by the person requesting such exchange or transfer.

[The University hereby covenants with the Holder of this Tax-Exempt Note that, in order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on this Tax-Exempt Note (i) the University shall comply with the provisions of the Code applicable to this Tax-Exempt Note necessary to maintain such exclusion, including without limitation the provisions of the Code which prescribe yield and other limits within which proceeds of this Tax-Exempt Note are to be invested, and which, in certain circumstances, require the rebate of certain earnings on such amounts to the Department of the Treasury of the United States of America in accordance with Section 148(f) of the Code, (ii) the University shall not take any action or fail to take any action which would cause this Tax-Exempt Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code and (iii) the University shall not use any part of the proceeds of this Tax-Exempt Note in a manner which would cause this Tax-Exempt Note to be a “private activity bond” within the meaning of Section 141(a) of the Code. In furtherance of the foregoing, the University shall comply with such written instructions as may be
provided by its special tax counsel or Bond Counsel. Notwithstanding any provision of the Resolution to the contrary, the obligation of the University to comply with the requirements of this covenant shall survive the payment, redemption or defeasance of this Tax-Exempt Note.]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE):

(Please print or typewrite name and address including postal zip code of assignee)

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

Dated:

In the presence of:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Note in every particular, without alteration or enlargement, or any change whatsoever.

Signature Guaranteed:
EXHIBIT B

CERTIFICATE OF THE UNIVERSITY MADE IN CONNECTION WITH THE ISSUANCE OF NOTES

Pursuant to The University of Vermont and State Agricultural College Commercial Paper Note Resolution (the "Resolution"), adopted by The University of Vermont and State Agricultural College (the "University") on November 13, 2004, I, the undersigned, an Authorized Officer of the University, DO HEREBY CERTIFY AS FOLLOWS:

1. The Notes then to be issued are being issued for purposes authorized by Section 2.02 of the Resolution;

2. The proceeds of such Notes will be paid, deposited or applied in the manner provided in the Resolution;

3. All actions on the part of the University necessary for the valid issuance of the Notes have been taken, and that such Notes will be valid general obligations of the University enforceable in accordance with their terms;

4. The issuance of such Notes, together with all other Notes issued by the University, shall be within every limitation on the issuance of Notes prescribed by the Resolution;

5. The Notes to be issued shall be [Taxable Notes] [Tax Exempt Notes], and

6. The University is not in default in the performance of any covenant, condition, agreement or provision hereof or in the performance of any material covenant, condition, agreement or provision of the Resolution.

Unless otherwise specified, all capitalized terms used herein shall have the same meaning as in the Resolution.

IN WITNESS WHEREOF, I hereunto set my hand as of the ___th day of _____, 20___.

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

By: _____________________________________________

Authorized Officer
EXHIBIT C

Project Description
EXHIBIT D-1

PRINCIPAL AMOUNT OF TAX-EXEMPT NOTES
AND AMORTIZATION SCHEDULE

Principal Amount of Tax-Exempt Notes: $______________

Amortization Schedule:

<table>
<thead>
<tr>
<th>[Date]</th>
<th>Principal Amount</th>
<th>Principal Balance Outstanding</th>
</tr>
</thead>
</table>
EXHIBIT D-2

PRINCIPAL AMOUNT OF TAXABLE NOTES
AND AMORTIZATION SCHEDULE

Principal Amount of Taxable Notes: $______________

Amortization Schedule:

<table>
<thead>
<tr>
<th>[Date]</th>
<th>Principal Amount</th>
<th>Principal Balance Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E

REQUISITION OF THE UNIVERSITY

You are hereby requested to draw from the [Tax-Exempt Notes] [Taxable Notes] Proceeds Account in the Proceeds Fund established pursuant to Section 4.01 of The University of Vermont and State Agricultural College Commercial Paper Note Resolution (the "Resolution"), adopted by The University of Vermont and State Agricultural College (the "University") on November 13, 2004, a check or checks in the amounts, payable to the University or the parties and for the reasons identified on Schedule A attached hereto and for the purpose of paying those costs set forth on Schedule A.

1. The amounts to be paid for Costs of Issuance and/or capitalized interest do not exceed the amounts authorized for Costs of Issuance and capitalized interest, respectively;

2. The amount of such requisition is justly due and owing; and

3. The amount of such requisition has not been the subject of another requisition which was paid from the Proceeds Fund.

Unless otherwise specified, all capitalized terms used herein shall have the same meaning as in the Resolution.

IN WITNESS WHEREOF, I hereunto set my hand as of the __th day of _____, 20__. 

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

By: ___________________________________________
    Authorized Officer
### Schedule A to the Requisition

<table>
<thead>
<tr>
<th>Amount</th>
<th>Pay to the Order of:</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>39.5</td>
<td>E-2</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT F

FORM OF AUTHORIZING RESOLUTION

Authorization of Project Financing

WHEREAS, [Recital identifying the Project] (the “Project”); and,

WHEREAS, The University of Vermont and State Agricultural College (the "University") has adopted its Commercial Paper Note Resolution (the "Resolution"), on November 13, 2004, and thereby established a commercial paper program;

WHEREAS, it may be beneficial to obtain internal or external interim financing, including the use of commercial paper, until bonds can be issued at the appropriate time for the Project;

NOW, THEREFORE, BE IT RESOLVED, that the President, Vice President for Finance and Administration, or their successors or designees, are hereby authorized to commence construction and to execute any and all contracts and documents necessary to undertake the Project at a total cost not to exceed $_______; and

BE IT FURTHER RESOLVED, that the President or Vice President for Finance and Administration, or their successors or designees, are hereby authorized to obtain internal or external interim financing, including the use of commercial paper, until bonds can be issued for the project; and,

BE IT FURTHER RESOLVED, that the external interim financing, including the use of commercial paper, shall be in an amount not to exceed $________, included in which shall be Costs of Issuance, as such term is defined in the Resolution, in an amount not to exceed $________, and capitalized interest in an amount not to exceed $________; and,

BE IT FINALLY RESOLVED, that the Secretary or Assistant Secretary will provide certificates of incumbency, as required, showing the names and signatures of those persons appointed to any of the positions heretofore mentioned, and further, that any officer of this corporation is hereby authorized to certify this resolution to whom it may concern.

[To be included if applicable]

Declaration of Official Intent of The University of Vermont to Reimburse Certain Expenditures from Proceeds of Indebtedness

WHEREAS, the University expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project before the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis; and
WHEREAS, the University reasonably expects that debt obligations in an amount not expected to exceed $______ will be issued and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the University to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing;

NOW, THEREFORE, the University of Vermont declares:

Section 1. The University of Vermont finds and determines that the foregoing recitals are true and correct.

Section 2. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the University to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The University hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

Section 4. This declaration shall take effect from and after its adoption.
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