

Sale of Special Obligation Bonds “New Commercial Paper Program” — University of North Carolina at Chapel Hill

ISSUE OVERVIEW

The University of North Carolina Board of Governors is authorized to issue special obligation bonds for capital improvements projects that have been approved by the North Carolina General Assembly. Although a specific source of funding is used by an institution when retiring these bonds, special obligation bonds are generally payable from all campus revenues excluding tuition, State appropriations, and restricted reserves.

The Board of Governors previously authorized the issuance of special obligation bonds in the form of a commercial paper program to provide interim financing for certain capital improvement projects for UNC-Chapel Hill and NC State University that have been approved by the Board and the General Assembly. Amounts outstanding under the commercial paper program are repaid from time to time from university funds or from proceeds of long-term financings. The existing commercial paper program was established in 2002 for a 25-year period, and a new commercial paper program needs to be established to permit the continued financing of projects on an interim basis. NC State University has elected not to participate in the commercial paper program going forward, so the new commercial paper program will only include UNC-Chapel Hill.

UNC-Chapel Hill requests authorization from the Board to authorize a new commercial paper program to continue to have access to short-term construction financing. The new commercial paper program will have the same program limits to include permitting up to \$250 million to be outstanding at any time. The bond resolution will authorize the issuance of commercial paper bonds and special obligation bonds to secure the commercial paper bonds obligations. The commercial paper program will allow UNC-Chapel Hill to provide for the issuance of commercial paper to finance special obligation bond projects previously authorized by the Board and the General Assembly. UNC-Chapel Hill anticipates discontinuing the existing commercial paper program in December 2025 and transferring the interim financing to the new commercial paper program. UNC-Chapel Hill also expects to seek authorization for additional projects to be financed by this method in the future. Bank of New York Mellon Trust Company, N.A., was selected through a competitive request for proposals (RFP) process as issuing and paying agent for the new commercial paper program.

UNC-Chapel Hill currently has an issuer credit rating of “Aaa” with a stable outlook by Moody’s Investors Service, an issuer credit rating of “AAA” with a stable outlook by S&P Global Ratings, and an issuer credit rating of “AAA” with a stable outlook by Fitch Ratings. The transaction is expected to have no impact on UNC-Chapel Hill’s credit ratings.

Parker Poe Adams & Bernstein LLP is bond counsel, and PFM is the financial advisor.

RECOMMENDATION

It is recommended that the president of the University, or his designee, be authorized to remarket the special obligation bonds for the new commercial paper program through the attached resolution.

BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA

BOND RESOLUTION

**adopted by
the Board of Governors of the University of North Carolina
on October 16, 2025**

**Commercial Paper Bonds
(UNC-Chapel Hill)**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
Section 1.01. Definitions.....	2
Section 1.02. Rules of Construction.....	2
Section 1.03. Resolution, Pledge of Revenues and Commercial Paper Bonds Constitute a Contract	3
ARTICLE II AUTHORIZATION AND DETAILS OF COMMERCIAL PAPER BONDS.....	3
Section 2.01. Commercial Paper Bonds Authorized.	3
Section 2.02. Details of Commercial Paper Bonds.....	4
Section 2.03. Delivery of Commercial Paper Bonds	6
Section 2.04. Method of Payment	8
Section 2.05. Execution and Authentication.....	8
Section 2.06. Reserved	8
Section 2.07. Book-Entry Master Bond Mutilated, Destroyed, Lost or Stolen	8
Section 2.08. Cancellation and Disposition of Book-Entry Master Bond.....	8
Section 2.09. Book-Entry System	8
Section 2.10. The Establishment of New Programs.....	9
ARTICLE III REVENUES AND FUNDS.....	10
Section 3.01. Creation of Debt Service Fund, Costs of Issuance Fund and Program Fund	10
Section 3.02. Application of Proceeds of Commercial Paper Bonds	11
Section 3.03. Covenant as to Arbitrage	11
Section 3.04. Costs of Issuance Fund and Program Fund	11
Section 3.05. Deposit of Revenues	12
Section 3.06. Debt Service Fund.....	12
Section 3.07. Investment of Moneys	12
ARTICLE IV PARTICULAR COVENANTS	13
Section 4.01. Payment of Commercial Paper Bonds.....	13
Section 4.02. Performance of Covenants, Undertakings and Agreements; Representations as to Authorization and Validity of Commercial Paper Bonds	13
Section 4.03. Enforcement of Duties and Obligations of the Board.....	14
Section 4.04. Records and Accounts.....	14
Section 4.05. Amendment of the Projects.....	14
Section 4.06. Restrictions on Action by Individual Holders	14
ARTICLE V MODIFICATION OR AMENDMENT OF RESOLUTION AND AGREEMENTS	14
Section 5.01. Supplemental Resolutions Without Consent.....	14
Section 5.02. Supplemental Resolutions Requiring Consent of Holders	15
Section 5.03. Notation on Commercial Paper Bonds.....	16
Section 5.04. Amendment of UNC-Chapel Hill Indentures.....	16

ARTICLE VI DEFEASANCE.....	16
Section 6.01. Satisfaction and Discharge; Defeasance	16
ARTICLE VII ISSUING AND PAYING AGENT; DEALER	17
Section 7.01. Issuing and Paying Agent	17
Section 7.02. Dealer.....	18
ARTICLE VIII MISCELLANEOUS.....	18
Section 8.01. Further Assurances	18
Section 8.02. Authorization of Bonds; Sufficiency of Available Funds	18
Section 8.03. Authorization of Documents.....	18
Section 8.04. Authorization of Offering Memorandum.....	19
Section 8.05. General Authority	19
Section 8.06. Evidence of Signatures of Holders and Ownership of Commercial Paper Bonds	19
Section 8.07. Preservation and Inspection of Documents.....	20
Section 8.08. Moneys and Funds Held for Particular Commercial Paper Bonds	20
Section 8.09. No Recourse Against Members, Officers or Employees of Board.....	20
Section 8.10. Severability of Invalid Provision	21
Section 8.11. Notices	21
Section 8.12. Business Days.....	22
Section 8.13. North Carolina Law	22
Section 8.14. Intention as to Seal and Contract.....	22
Section 8.15. Execution in Counterparts; Electronic Signatures.....	22
Section 8.16. Cancellation of Prior Commercial Paper Program	22
Section 8.17. Effective Date	23
Appendix A -- Definitions	
Appendix B -- Form of Bond	
Appendix C -- Form of New Program Order	
Appendix D -- Form of New Series Order	
Appendix E -- Form of Master Bonds	

BOND RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF BONDS DESIGNATED "UNIVERSITY OF NORTH CAROLINA SYSTEM COMMERCIAL PAPER BONDS (UNC-CHAPEL HILL)", AS SPECIAL OBLIGATIONS OF THE BOARD PAYABLE FROM THE REVENUES PLEDGED THEREFOR; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS THEREOF; AND DETERMINING AND PROVIDING VARIOUS MATTERS RELATED TO THE AUTHORIZATION, ISSUANCE, SALE, DELIVERY AND SECURITY OF SUCH BONDS.

RECITALS

The Board of Governors (the "*Board*") of the University of North Carolina is authorized by Sections 116D-21 *et seq.* of the General Statutes of North Carolina, as amended (the "*Act*"), to issue, subject to the approval of the Director of Budget, at one time or from time to time, special obligation bonds of the Board, for the purpose of paying all or any part of the cost of acquiring, constructing or providing one or more capital facilities at the University of North Carolina at Chapel Hill or refunding any bonds issued under the Act or under any provision of any Article of Chapter 116 of the General Statutes of North Carolina for the benefit of the University of North Carolina at Chapel Hill; and

The Board has determined to authorize under this Resolution the issuance of the University of North Carolina System Tax-Exempt Commercial Paper Bonds (UNC-Chapel Hill) and the University of North Carolina System Taxable Commercial Paper Bonds (UNC-Chapel Hill) (collectively, the "*Commercial Paper Bonds*") in any combination in an aggregate principal amount of up to \$250,000,000 available to UNC-Chapel Hill under terms of this Resolution and the General Trust Indenture dated as of January 15, 2001 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended or supplemented from time to time, Series Indenture, Number 20 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, and an Issuing and Paying Agency Agreement between the Board and The Bank of New York Mellon Trust Company, N.A., as issuing and paying agent, in order to finance the costs of the UNC-Chapel Hill Projects and certain costs of issuance of the Commercial Paper Bonds; and

The Commercial Paper Bonds are special obligations of the Board, payable as to principal, interest and premium, if any, from Revenues and other funds as hereinafter provided. The Commercial Paper Bonds, the interest thereon and the premium, if any, are not a debt of the Board or the State of North Carolina (the "*State*"), and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on the Commercial Paper Bonds except from the Revenues. Neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on the Commercial Paper Bonds. The Commercial Paper Bonds do not constitute a debt or liability of the State. The issuance of the Commercial Paper Bonds does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for the Commercial Paper Bonds; and

This Resolution is adopted pursuant to the requirements and authority of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of The University of North Carolina as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. Certain terms used herein are defined in Appendix A. Terms used in this Resolution have the meanings set forth in Appendix A, unless a different meaning clearly appears from the context.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Resolution:

(a) Words importing the singular number include the plural number and words importing the plural number include the singular number.

(b) Words of the masculine gender include correlative words of the feminine and neuter genders.

(c) The headings and the table of contents set forth in this Resolution are solely for convenience of reference and do not constitute a part of this Resolution nor affect its meaning, construction or effect.

(d) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or Board or political subdivision thereof.

(e) A reference to a particular percentage or proportion of the Holders of Commercial Paper Bonds means the Holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Commercial Paper Bonds then Outstanding under this Resolution, except Commercial Paper Bonds held by or for the account of the Board (whether or not theretofore issued and whether or not held in the treasury of the Board or pledged to or by the Board to secure any indebtedness, provided that Commercial Paper Bonds so pledged may be regarded as Outstanding for the purposes of this paragraph if the pledgee shall establish to the satisfaction of the Issuing and Paying Agent the pledgee's right to vote such Commercial Paper Bonds).

(f) A reference herein to the Dealer means the Dealer for a particular Series of Commercial Paper Bonds and the action specified with respect to such Dealer shall apply only to the particular Series of Commercial Paper Bonds with respect to which such Dealer has been designated to serve as Dealer.

(g) A reference to a particular Article or Section is to such Article or Section of this Resolution unless the context otherwise requires.

(h) A reference to any particular time of day is to such time of day in New York, New York, unless the context shall otherwise require.

(i) All references in this instrument to a person shall include the successors and assigns of such person.

Section 1.03. Resolution, Pledge of Revenues and Commercial Paper Bonds Constitute a Contract. In consideration of the purchase and acceptance of any or all of the Commercial Paper Bonds authorized or permitted to be issued under this Resolution by those who hold the same from time to time:

(a) this Resolution is deemed to be and constitutes a contract between the Board and the Holders from time to time of all Outstanding Commercial Paper Bonds;

(b) the pledge made herein and the covenants and agreements set forth herein to be performed by or on behalf of the Board are for the equal and ratable benefit, protection and security of the Holders of the Commercial Paper Bonds, all of which, regardless of the time or times of their issue or maturity, are of equal rank without preference, priority or distinction of any Commercial Paper Bond over any other Commercial Paper Bond except as expressly provided herein or permitted hereby;

(c) the Board does hereby pledge to the Holders of the Commercial Paper Bonds any and all interest of the Board in and to the Revenues as security for the payment of the principal of and interest on the Commercial Paper Bonds, and the performance of any other obligation of the Board under this Resolution, all in accordance with the provisions hereof;

(d) the Commercial Paper Bonds are not general obligations of the Board, but are special obligations only, secured by and payable only from the Revenues and other sources provided herein. The Commercial Paper Bonds, the interest thereon and the premium, if any, are not a debt of the Board or the State, and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on the Commercial Paper Bonds except from the Revenues. Neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on the Commercial Paper Bonds. The Commercial Paper Bonds do not constitute a debt or liability of the State. The issuance of the Commercial Paper Bonds does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for the Commercial Paper Bonds; and

(e) the covenants, agreements and provisions of this Resolution, the Commercial Paper Bonds and the UNC-Chapel Hill Indentures do not impose any pecuniary obligation on the Board except to the extent that Revenues and other funds pledged hereby are available to the Board to satisfy such obligation.

ARTICLE II

AUTHORIZATION AND DETAILS OF COMMERCIAL PAPER BONDS

Section 2.01. Commercial Paper Bonds Authorized.

(a) There is hereby authorized the issuance of general revenue bonds, designated "University of North Carolina System Tax-Exempt Commercial Paper Bonds (UNC-Chapel Hill)," and "University of North Carolina System Taxable Commercial Paper Bonds (UNC-Chapel Hill)," under the terms of this Resolution, the General Indenture and the Series Indenture for the purpose of financing and refinancing the Costs of the Projects and certain costs of issuance of the Commercial Paper Bonds. The Commercial Paper Bonds may be issued in one or more Series. The Commercial Paper Bonds shall be issued from time to time in accordance with Section 2.03. The Board hereby covenants that no Commercial Paper Bonds shall be issued hereunder unless on the date of issuance thereof, there is in full force and effect authority for the issuance of such Commercial Paper Bonds in accordance with the Act. The aggregate principal

amount of Commercial Paper Bonds that may be issued and Outstanding hereunder shall not exceed, at any one time, the Maximum Aggregate Principal Amount. For purposes of clarity, the Maximum Aggregate Principal Amount applies to all Commercial Paper Bonds issued hereunder whether as part of a Tax-Exempt Program or a Taxable Program. For all purposes of this Resolution, in computing the aggregate principal amount of Commercial Paper Bonds Outstanding on any date, there shall be excluded the amount of any Original Issue Discount on any Commercial Paper Bond.

(b) On written direction of a Board Representative, the Board shall establish one or more Series of New Money Bonds. Each new Series of New Money Bonds will be established by the execution by a Board Representative and the acknowledgement by the Issuing and Paying Agent and the Dealer of (1) a New Program Order in substantially the form or substance attached hereto as Appendix C, if such new Series is being established in connection with a new Program under Section 2.10 or (2) a New Series Order in the form or substance attached hereto as Appendix D, if such Series is being established within and as a part of the then-existing Program. Each Series shall have a distinct designation, beginning with "Series A-1" and consecutively upward, but once all Commercial Paper Bonds of a Series have matured and are no longer Outstanding, the designation used for such Series may be used again.

(c) From time to time, the Board may establish a new Program hereunder, as set forth in, and by compliance with, Section 2.10.

(d) Any Commercial Paper Bond may be refinanced with proceeds of another Commercial Paper Bond in accordance with Section 2.03(c); provided, however, that no Commercial Paper Bond issued to refinance a prior Commercial Paper Bond may mature later than the Final Maturity Date.

Section 2.02. Details of Commercial Paper Bonds. Subject to Section 2.09, the Commercial Paper Bonds shall be evidenced by the forms set forth in Appendix B attached hereto and made a part hereof with such insertions, omissions or variations as may be deemed necessary or appropriate by the Board Representative executing the same and as shall be permitted by the Act. The Board hereby adopts the forms of Commercial Paper Bond set forth in Appendix B hereto, and all of the covenants and conditions set forth therein, as and for the form of obligation to be issued by the Board. The covenants and conditions set forth in the form of Commercial Paper Bonds are incorporated in this Resolution by reference and are binding on the Board as though set forth in full herein. The Commercial Paper Bonds may contain, or have endorsed thereon, any notations, legends or endorsements not inconsistent with the provisions of this Resolution that are necessary or desirable to meet any law, stock exchange rule or usage if approved by an Board Representative before the authentication and delivery thereof. The execution and delivery of the Commercial Paper Bonds by the Board in accordance with this Resolution are conclusive evidence of the approval of the form of the Commercial Paper Bonds by the Board, including any insertions, omissions, variations, notations, legends or endorsements authorized by this Resolution. Notwithstanding the foregoing, while the Commercial Paper Bonds are in the Book-Entry System, in lieu of executing and delivering the Commercial Paper Bonds pursuant to this Section 2.02, the Board will execute and deliver the Master Book-Entry Bonds as set forth in Section 2.09.

The Commercial Paper Bonds shall be numbered in accordance with the policies and procedures of the Securities Depository and otherwise in the manner determined by the Issuing and Paying Agent. Before authenticating and delivering any Commercial Paper Bond, the Issuing and Paying Agent shall complete the form of such Commercial Paper Bond. Commercial Paper Bonds shall be issuable in denominations of \$100,000 and integral multiples of \$1,000 in excess of \$100,000 and may be issued in registered or bearer form.

Each Commercial Paper Bond shall mature on a Business Day determined by the Dealer in accordance with the provisions of this Section that is not later than the earlier of (a) a date that is not more than 270 days after the date of issuance of such Commercial Paper Bond and (b) the Final Maturity Date.

On each date on which Commercial Paper Bonds are issued in accordance with Section 2.03, the Dealer shall determine the maturity date and interest rate for such Commercial Paper Bonds in accordance with this Section. The Dealer shall determine the maturity date of each Commercial Paper Bond on the date of issuance of such Commercial Paper Bond to be the date that, in the judgment of the Dealer as of the date of determination, when considered together with the maturity dates of other Commercial Paper Bonds, produces the greatest likelihood of the lowest net interest cost on the Commercial Paper Bonds to the Board during each year.

It is recognized that (a) the Dealer may, in the exercise of its judgment, determine maturities for Commercial Paper Bonds that result in interest rates on Commercial Paper Bonds that are higher than those that would be borne by Commercial Paper Bonds with other maturity dates in order to increase the likelihood of achieving the lowest overall debt service cost on the Commercial Paper Bonds to the Board and (b) in view of the uncertainties involved in forecasting interest rates, the Dealer may establish different maturities for Commercial Paper Bonds on the same date in order to achieve an average maturity that, in its judgment, is most likely to achieve the lowest debt service on the Commercial Paper Bonds. The determination of maturity dates for Commercial Paper Bonds by the Dealer as herein provided shall be based on the market for and the relative yields of the Commercial Paper Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Dealer, are otherwise comparable to the Commercial Paper Bonds, or any fact or circumstance relating to the Commercial Paper Bonds or affecting the market therefor or affecting such other comparable securities in a manner that, in the judgment of the Dealer, will affect the market for the Commercial Paper Bonds.

Notwithstanding the foregoing provisions of this Section, on receipt of notice from the Board of the aggregate principal amount of Commercial Paper Bonds to be retired on any date, the Dealer shall determine maturity dates for Commercial Paper Bonds in a manner that shall permit the retirement of Commercial Paper Bonds on such date to the extent possible, taking into account the maturity dates of Commercial Paper Bonds then Outstanding.

Commercial Paper Bonds may be issued on an interest-bearing or a discount basis. It is understood that different interest rates may be determined for Commercial Paper Bonds maturing on the same date. Commercial Paper Bonds may be issued, the interest on which is excludable from gross income of the holders thereof for federal income tax purposes or not excludable from gross income of the holders thereof for federal income tax purposes, as designated in each New Program Order. Interest on a Commercial Paper Bond shall be calculated on the basis of the actual number of days elapsed in a year containing 365 or 366 days (as the case may be) and shall be payable on the maturity date of such Commercial Paper Bond.

The Dealer shall give Delivery Instructions for any Commercial Paper Bond to the Board, UNC-Chapel Hill, and the Issuing and Paying Agent in accordance with the terms of the Dealer Agreement. The Dealer and the Issuing and Paying Agent shall keep a record of the Delivery Instructions and shall provide written confirmation thereof on the request of the Board Representative from time to time.

The determination of the interest rates and maturity dates for Commercial Paper Bonds by the Dealer is conclusive and binding on the Holders of such Commercial Paper Bonds, the Board, UNC-Chapel Hill, and the Issuing and Paying Agent.

Section 2.03. Delivery of Commercial Paper Bonds.

(a) On or before the first date on which Commercial Paper Bonds are first delivered hereunder, there shall be delivered to the Issuing and Paying Agent each of the following:

(1) a copy, certified by the Secretary to be a true and correct copy, of this Resolution;

(2) a copy, certified by the Secretary to be a true and correct copy, of the UNC-Chapel Hill General Trust Indenture;

(3) counterparts of the UNC-Chapel Hill Series Indenture, Number 20, the Issuing and Paying Agent Agreement and the Dealer Agreement, each executed by the parties thereto;

(4) the 2025B Bond executed in accordance with the UNC-Chapel Hill Series Indenture, Number 20;

(5) an opinion of Bond Counsel in substantially the form attached as Exhibit A to the Offering Memorandum;

(6) such other documents, certificates and opinions as the Board, Bond Counsel, the Issuing and Paying Agent, the Dealer or the Dealer's counsel may reasonably require.

(b) Subject to the provisions of Section 2.01, New Money Bonds may be authorized by the Board and delivered to the Issuing and Paying Agent from time to time. The Issuing and Paying Agent shall authenticate and deliver such Commercial Paper Bonds to or on the order of the Dealer against receipt of the purchase price therefor, but only on delivery to the Issuing and Paying Agent and the Dealer (unless executed by the Dealer) not less than two Business Days prior to the proposed issuance of such New Money Bonds (unless a shorter period is acceptable to the Issuing and Paying Agent and the Dealer) of a Bond Order delivered by a Board Representative authorizing the issuance of such Commercial Paper Bonds, which shall (1) direct the authentication and delivery of such Commercial Paper Bonds, (2) specify the aggregate principal amount of Commercial Paper Bonds then to be delivered, (3) state the purchase price of such Commercial Paper Bonds, (4) state the date on which such Commercial Paper Bonds are to be issued, (5) specify the Projects to be financed with proceeds of such Commercial Paper Bonds, (6) specify the funds and accounts into which the proceeds of such Commercial Paper Bonds are to be deposited, (7) specify whether the Commercial Paper Bonds are being issued under a Tax-Exempt Program or a Taxable Program and (8) specify the series number within the program under which the Commercial Paper Bonds are being delivered.

Any Bond Order and Series Order delivered under this Resolution may be given in one or more concurrent instruments delivered electronically by notice transmitted directly to the Issuing and Paying Agent by Electronic Means or in such other manner as the Issuing and Paying Agent then employs as its normal business practice.

Not later than 11:30 a.m. on the date New Money Bonds are to be issued, the Dealer will either (i) deliver to the Issuing and Paying Agent and the UNC-Chapel Hill Representative its Delivery Instructions

with respect to the New Money Bonds to be issued, or (ii) deliver notice to the Issuing and Paying Agent and the UNC-Chapel Hill Representative of the failed placement effort with respect to such New Money Bonds. The Dealer shall cause the purchaser or purchasers of the New Money Bonds to deliver the purchase price to the Issuing and Paying Agent or give assurance that the purchase price will be delivered acceptable to the Issuing and Paying Agent, by 1:00 p.m. on the funding date. If the Dealer notifies the Issuing and Paying Agent and the UNC-Chapel Hill Representative of a failed placement effort for New Money Bonds, or if the proceeds of such New Money Bonds have not been delivered to the Issuing and Paying Agent by 1:00 p.m. on the funding date, the related Bond Order for such New Money Bonds shall be deemed revoked.

New Money Bonds in electronic form shall be delivered by the Issuing and Paying Agent in accordance with the Delivery Instructions against receipt by the Issuing and Paying Agent of the purchase price of such New Money Bonds. The purchase price of New Money Bonds may be delivered by the purchaser or by the Dealer on behalf of the purchaser.

(c) On the maturity date of any Outstanding Commercial Paper Bond, Refunding Bonds will be delivered by the Issuing and Paying Agent in accordance with the Delivery Instructions to refund such Commercial Paper Bond against receipt by the Issuing and Paying Agent of the purchase price of such Refunding Bonds. The purchase price of Refunding Bonds may be delivered by the purchaser or by the Dealer on behalf of such purchaser.

Not later than 9:30 a.m. on the date Refunding Bonds are to be issued, the Dealer will deliver notice to the Issuing and Paying Agent and the UNC-Chapel Hill Representative by written, telephonic or other electronically transmitted means of a failed placement effort with respect to such Refunding Bonds. Otherwise, not later than 11:30 a.m. on the same date, the Dealer will deliver to the Issuing and Paying Agent and the UNC-Chapel Hill Representative its Delivery Instructions with respect to such Refunding Bonds. For a successful placement effort, the Dealer shall cause the purchaser or purchasers of the Refunding Bonds to deliver the purchase price to the Issuing and Paying Agent, or give assurance that the purchase price will be delivered acceptable to the Issuing and Paying Agent, by 1:00 p.m. on the date on which the principal and interest is due on the Outstanding Commercial Paper Bonds. A failed placement of all or any portion of the Refunding Bonds will not relieve the Board of its obligation to pay the principal of and interest on the maturing Commercial Paper Bonds Debt Service as provided in Section 4.01. Upon a failed placement effort and payment by the Board or UNC-Chapel Hill of the Commercial Paper Bonds coming due with its funds, UNC-Chapel Hill will be deemed to have purchased the Refunding Bonds which will be registered in the name of UNC Chapel Hill and be Outstanding unless cancelled by written notice of the UNC Chapel Hill Representative to the Issuing and Paying Agent.

Refunding Bonds in electronic form shall be delivered by the Issuing and Paying Agent in accordance with the Delivery Instructions against receipt by the Issuing and Paying Agent of the purchase price of such Refunding Bonds. The purchase price of Refunding Bonds may be delivered by the purchaser or by the Dealer on behalf of such purchaser. Proceeds of the Refunding Bonds shall be deposited in the Debt Service Fund.

(d) The Issuing and Paying Agent shall not authenticate or deliver any Commercial Paper Bonds of a Series after a Non-Issuance Notice with respect to such Series has been received by the Issuing and Paying Agent.

Section 2.04. Method of Payment. The principal of and interest on each Commercial Paper Bond will be payable in any lawful money of the United States of America by check or wire transfer to an account in the United States (provided that wire instructions are delivered to the Issuing and Paying Agent at least three Business Days prior to the date for payment) on presentation and surrender of such Commercial Paper Bond at the Designated Office of the Issuing and Paying Agent. Notwithstanding the foregoing, so long as the Commercial Paper Bonds are issued pursuant to a Book-Entry System, payment of principal of and interest on the Commercial Paper Bonds shall be made in accordance with the procedures established by the Securities Depository and no presentation and surrender of such Commercial Paper Bonds are required.

Section 2.05. Execution and Authentication. The Book-Entry Master Bonds shall be executed in the name and on behalf of the Board by the manual, facsimile or electronic signature of its Chairman, Vice Chairman or other Board Representative.

Section 2.06. Reserved.

Section 2.07. Book-Entry Master Bond Mutilated, Destroyed, Lost or Stolen. If a Book-Entry Master Bond becomes mutilated or is destroyed, lost or stolen, the Board in its discretion may execute, and on its request the Issuing and Paying Agent shall authenticate and deliver, a new Book-Entry Master Bond in exchange for the mutilated Book-Entry Master Bond, or in lieu of and substitution for the Book-Entry Master Bond so destroyed, lost or stolen.

Section 2.08. Cancellation and Disposition of Book-Entry Master Bond. When all Commercial Paper Bonds have been paid at maturity and all Commercial Paper Bonds surrendered to the Issuing and Paying Agent for cancellation or purchased by the Issuing and Paying Agent with amounts on deposit in the Debt Service Fund, the Book-Entry Master Bonds and all Commercial Paper Bonds shall be canceled by the Issuing and Paying Agent and destroyed by cremation or by other means. On the request of the Board, the Issuing and Paying Agent shall deliver to the Board and the Board a certificate of any such cremation or other destruction.

Section 2.09. Book-Entry System.

(a) Subject to the provisions of Section 2.09(b), the ownership, transfer, exchange and payment of Commercial Paper Bonds shall be governed by the Book-Entry System administered by DTC or any other securities depository for the Commercial Paper Bonds appointed pursuant by the Board Representative, or their successors (DTC and any other such securities depository being referred to herein as a “*Securities Depository*”).

(b) The administration of the Book-Entry System is subject to the following provisions:

(1) The Board shall execute and the Issuing and Paying Agent shall authenticate the Book-Entry Master Tax-Exempt Bond in the form required by the rules and regulations of the Book-Entry System that will facilitate the issuance and delivery of the Tax-Exempt Bonds in electronic form and shall authenticate the Book-Entry Master Taxable Bond in the form required by the rules and regulations of the Book-Entry System that will facilitate the issuance and delivery of the Taxable Bonds in electronic form. The terms of any such Book-Entry Master Bond must be consistent with the terms of this Resolution. The Book-Entry Master Bonds shall be registered in the name of the Securities Depository on a register (the “*Bond Register*”) maintained by the Issuing and Paying Agent. The Issuing and Paying Agent shall hold the Book-Entry Master Bonds in safekeeping for the account of the Securities Depository, in accordance with the

Issuing and Paying Agent's customary practice. The Commercial Paper Bonds issued to Holders shall be in electronic form under the rules and regulations of the Book-Entry System.

(2) Notwithstanding the fact that the Securities Depository may own the Book-Entry Master Bonds, the term "Commercial Paper Bond" means each separate security credited to a beneficial owner (or entitlement holder) pursuant to the Book-Entry System, and the term "Holder" means the person identified pursuant to the Book-Entry System as the beneficial owner of the related security. So long as the Securities Depository or its nominee is the registered owner of the Commercial Paper Bonds, the Board, UNC-Chapel Hill, and the Issuing and Paying Agent will recognize the Securities Depository or its nominee, respectively, as the Holder of all of the Commercial Paper Bonds for all purposes, including (without limitation) the payment of the principal of and interest on the Commercial Paper Bonds, the giving of notices and any consent or direction required or permitted to be given to, or on behalf of, the Holders under this Resolution.

(3) The terms and limitations of this Resolution with respect to each separate Commercial Paper Bond shall be applicable to each separate security credited to a beneficial owner under the Book-Entry System.

(4) All payments of principal and interest on the Commercial Paper Bonds shall be made by the Issuing and Paying Agent through the Book-Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Board's obligations with respect to such payments.

(5) A tender of a Commercial Paper Bond shall be made by the Holder to the Issuing and Paying Agent through the Book-Entry System.

(6) The Board Representative and the Issuing and Paying Agent may elect to terminate the Book-Entry System in accordance with the rules and regulations of the Book-Entry System. If the Book-Entry System is terminated, this Resolution shall be amended pursuant to Section 5.01 in order to provide for the issuance of Commercial Paper Bonds in physical certificates and the ownership, transfer, exchange and payment of Commercial Paper Bonds.

(c) Each Securities Depository, the Participants and the Beneficial Owners, by their acceptance of the Commercial Paper Bonds, agree that the Board, UNC-Chapel Hill, and the Issuing and Paying Agent have no liability for the failure of any Securities Depository to perform its obligations to any Participant or any Beneficial Owner, nor is the Board, UNC-Chapel Hill, or the Issuing and Paying Agent liable for the failure of any Participant or other nominee of any Beneficial Owner to perform any obligation that such Participant or other nominee may incur to any Beneficial Owner.

Section 2.10. The Establishment of New Programs.

(a) A new Program may be established hereunder, from time to time, by the completion and execution by a Board Representative, and the acknowledgment by the Issuing and Paying Agent and the Dealer, of a New Program Order in substantially the form attached hereto as Appendix C, and compliance with the provisions of Section 2.10(c). Each New Program Order shall specify that the Program is either a Tax-Exempt Program or a Taxable Program. No further action is required to be taken by the Board in order to establish a new Program hereunder, other than as set forth in this Section 2.10. The establishment of a new Program, in and of itself, does not require the consent of the Holders.

Any Program Order delivered under this Resolution may be given in one or more concurrent instruments delivered electronically by notice transmitted directly to the Issuing and Paying Agent's computers or in such other manner as the Issuing and Paying Agent then employs as its normal business practice.

(b) Unless the Board determines to terminate a Program earlier than such date, it is the intention of the Board that all Commercial Paper Bonds issued under a Tax-Exempt Program, as a part of one or more Series, over the 18-month period beginning on the date of the first issuance of Commercial Paper Bonds under such Tax-Exempt Program (such 18-month period, the "*New Money Issuance Period*") constitute a single issue under the Code. Under each Tax-Exempt Program, Commercial Paper Bonds may be issued during the New Money Issuance Period to finance or refinance (1) Costs of the Projects, (2) certain costs of issuance of the Commercial Paper Bonds or (3) Commercial Paper Bonds issued under a prior Tax-Exempt Program. After the New Money Issuance Period or such other date that the Board has terminated such Program, Commercial Paper Bonds may be issued under a Tax-Exempt Program only to refinance Commercial Paper Bonds previously issued under that Tax-Exempt Program. Outstanding Commercial Paper Bonds issued under a prior Tax-Exempt Program continue to be subject to the terms and provisions of this Resolution until the maturity date thereof.

Under each Taxable Program, Commercial Paper Bonds may be issued to finance or refinance (1) Costs of the Projects, (2) certain costs of issuance of the Commercial Paper Bonds or (3) Commercial Paper Bonds issued under a prior Program.

(c) The establishment and effectiveness of a new Program is conditioned on the delivery to the Issuing and Paying Agent of each of the following:

- (1) A fully executed copy of the New Program Order;
- (2) An opinion of Bond Counsel with respect to each New Program;
- (3) Such other documents, certificates and opinions as the Board, Bond Counsel, the Issuing and Paying Agent, the Dealer or the Dealer's counsel may reasonably require.

ARTICLE III

REVENUES AND FUNDS

Section 3.01. *Creation of Debt Service Fund, Costs of Issuance Fund and Program Fund.* There is hereby created a Debt Service Fund which is held and maintained by the Issuing and Paying Agent. There is hereby created a UNC-Chapel Hill Program Fund and a Costs of Issuance Fund which is held and maintained by a depository selected by UNC-Chapel Hill on behalf of UNC-Chapel Hill. For the purposes of internal accounting, the funds created under this Section may contain one or more accounts and sub-accounts, as the Board directs or as determined by the holder of such fund. The Board will cause UNC-Chapel Hill to establish accounts within each fund and sub-accounts within each account, as the case may be, such that there shall be separate accounts and sub-accounts for each Program established hereunder and for each Series within a Program.

Pending the application of amounts on deposit in the Funds and Accounts, such amounts are hereby pledged to the payment of the principal of and interest on all Outstanding Commercial Paper Bonds.

Section 3.02. Application of Proceeds of Commercial Paper Bonds.

(a) The proceeds of the Commercial Paper Bonds shall be received by the Issuing and Paying Agent, on behalf of the Board, and held in trust for the Holders from time to time of the Commercial Paper Bonds, until used in accordance with the terms and conditions of this Resolution.

(b) The proceeds of all Commercial Paper Bonds issued under Section 2.03(b) received by the Issuing and Paying Agent shall be deposited as follows: (1) the amount, if any, of such proceeds required to be deposited in the Costs of Issuance Fund in accordance with the Bond Order pursuant to which such Commercial Paper Bonds are issued shall be deposited in the Costs of Issuance Fund; and (2) the amount of such proceeds required to be deposited in the UNC-Chapel Hill Program Fund in accordance with the Bond Order pursuant to which such Commercial Paper Bonds are issued shall be transferred to the depository of the UNC-Chapel Hill Program Fund for deposit therein.

(c) The proceeds of all Commercial Paper Bonds issued under Section 2.03(c) received by the Board or the Issuing and Paying Agent shall be deposited in the Debt Service Fund, except as otherwise provided in any Bond Order with respect to such Commercial Paper Bonds.

Section 3.03. Covenant as to Arbitrage. The Board agrees that money on deposit in the Funds and Accounts related to the proceeds of Tax-Exempt Bonds, whether or not such money was derived from the proceeds of the sale of the Tax-Exempt Bonds or from any other sources, and whether or not the Tax-Exempt Bonds are Outstanding hereunder, (1) will not be used in a manner that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and (2) will not be used in any other manner that will cause the interest on the Tax-Exempt Bonds to become includable in gross income of the recipients thereof for federal income tax purposes; provided, however, that neither the Board nor the Issuing and Paying Agent have an obligation to pay any amounts necessary to comply with this covenant other than from money received by the Board or the Issuing and Paying Agent from the Board. The Board and the Issuing and Paying Agent shall observe and not violate the requirements of Section 148 of the Code. The Issuing and Paying Agent is fully protected in relying on any written investment instruction given by the Board. If the Board is of the opinion that it is necessary to restrict or limit the yield on the investment of money held by the Issuing and Paying Agent under this Resolution or to use such money in a certain manner in order to avoid the Tax-Exempt Bonds being considered “arbitrage bonds” within the meaning of Section 148 of the Code as such may be applicable to the Tax-Exempt Bonds at such time, the Board may issue to the Issuing and Paying Agent a written certificate to such effect and appropriate instructions, in which event the Issuing and Paying Agent shall take such action as is set forth in such certificate and instructions.

Section 3.04. Costs of Issuance Fund and Program Fund.

(a) Any moneys deposited in the Costs of Issuance Fund shall be used only to finance Costs of Issuance. If there is any balance in the Costs of Issuance Fund on the date that is one year after the date of delivery of the Commercial Paper Bonds to which such costs of issuance relate, then such balance shall be transferred to the depository of the UNC-Chapel Hill Program Fund for deposit therein.

(b) Subject to the further provisions of this Section, any moneys deposited in the UNC-Chapel Hill Program Fund shall be used only to finance or refinance the Costs of the UNC-Chapel Hill Project.

(c) If the amount on deposit in the UNC-Chapel Hill Program Fund exceeds the amount required for payment of Costs of the UNC-Chapel Hill Projects, the UNC-Chapel Hill Representative shall direct the depository of the UNC-Chapel Hill Program Fund to transfer such amount to the Issuing and Paying Agent for deposit in the Debt Service Fund to be applied solely to the payment of principal of or interest on the Commercial Paper Bonds as a credit against the UNC-Chapel Hill obligations under the UNC-Chapel Hill Indentures.

(d) The Board shall cause UNC-Chapel Hill, with respect to the UNC-Chapel Hill Program Fund and the Costs of Issuance Fund, to create separate accounts within each fund in which to deposit proceeds of Taxable Bonds and Tax-Exempt Bonds. No proceeds of Taxable Bonds shall be commingled with proceeds of Tax-Exempt Bonds and vice-versa.

Section 3.05. Deposit of Revenues. The Revenues received by the Board pursuant to the UNC-Chapel Hill Series Indenture, Number 20 shall be promptly paid over or caused to be paid over by the Board to the Issuing and Paying Agent. Such moneys received by the Issuing and Paying Agent shall be deposited, immediately on receipt thereof, in the Debt Service Fund.

Section 3.06. Debt Service Fund. On each date on which the principal of or interest on any Outstanding Commercial Paper Bond becomes due, the Issuing and Paying Agent shall pay the principal and interest due on such Commercial Paper Bond on such date from amounts on deposit in the Debt Service Fund. Any balance remaining in the Debt Service Fund (other than any amount transferred from the UNC-Chapel Hill Program Fund under Section 3.04(c) or any investment earnings thereon, or any amount otherwise constituting proceeds of Commercial Paper Bonds or investment earnings on such proceeds) on any date after the payment of the principal and interest due on the Commercial Paper Bonds on such date shall be returned to UNC-Chapel Hill as an overpayment.

Section 3.07. Investment of Moneys. The Issuing and Paying Agent shall invest money in the Funds and Accounts held by the Issuing and Paying Agent as directed in writing by the UNC-Chapel Hill Representative. All investments must be in Investment Obligations maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from such Funds and Accounts. Notwithstanding the foregoing, the proceeds of any Commercial Paper Bond issued to refund a prior Commercial Paper Bond shall be invested only in Government Obligations. In the absence of such written investment instructions to the Issuing and Paying Agent, money in the Funds and Accounts will remain uninvested.

Interest earned, profits realized and losses suffered by reason of any investment of the Funds and Accounts is credited or charged, as the case may be, to the fund or account for which such investment has been made.

The Issuing and Paying Agent may sell or redeem any obligations in which money has been invested as in this Section provided to the extent necessary to provide cash in the respective Funds or Accounts to make any payments required to be made therefrom or to facilitate the transfers of money between various Funds and Accounts as may be required or permitted from time to time pursuant to the provisions of this Article.

In computing the value of the assets held in any of the Funds and Accounts, investments and accrued interest thereon are a part thereof. Such investments shall be valued at the current market value thereof.

The Issuing and Paying Agent is not liable for any depreciation in the value of any obligations or securities in which money of the Funds or Accounts are invested as aforesaid, or for any loss arising from any investment permitted hereby. The Issuing and Paying Agent has not agreed to act as an investment manager nor to exercise any investment discretion. The investments authorized by this Section are subject to the provisions of applicable law, as amended from time to time.

The Board and UNC-Chapel Hill hereby agrees that confirmations of investments are not required to be issued by the Issuing and Paying Agent for each month in which a monthly statement is rendered and that such monthly statement is an adequate substitute for such broker confirmation. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. Such reports may be provided by granting the Board and UNC-Chapel Hill online access to the Issuing and Paying Agent's on-line communication system electronic platform.

ARTICLE IV

PARTICULAR COVENANTS

Section 4.01. *Payment of Commercial Paper Bonds.* The Board shall pay or cause to be paid, solely from Revenues or from the proceeds of the obligations in anticipation of which the Commercial Paper Bonds are issued, the principal of and interest on every Commercial Paper Bond on the date, at the place and in the manner provided herein and in such Commercial Paper Bond. The Commercial Paper Bonds are secured by a lien on and pledge of the Revenues.

In order to assure the timely payment of the principal of and interest on the Commercial Paper Bonds, the Board agrees that it will cause UNC-Chapel Hill not later than 1:00 p.m. on each Bond Payment Date to deposit in the Debt Service Fund the amount of principal and interest due on such Bond Payment Date. If proceeds from the sale of Refunding Bonds are deposited in the Debt Service Fund after UNC-Chapel Hill makes such deposit, the Issuing and Paying Agent will transfer the excess funds on deposit as set forth in Section 3.06.

The Commercial Paper Bonds, the interest thereon and the premium, if any, are not a debt of the Board or the State, and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on the Commercial Paper Bonds except from the Revenues. Neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on the Commercial Paper Bonds. The Commercial Paper Bonds do not constitute a debt or liability of the State. The issuance of the Commercial Paper Bonds does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for the Commercial Paper Bonds.

Section 4.02. *Performance of Covenants, Undertakings and Agreements; Representations as to Authorization and Validity of Commercial Paper Bonds.* The Board shall faithfully perform at all times all of its covenants, undertakings and agreements contained in the UNC-Chapel Hill Indentures and in each Commercial Paper Bond delivered under this Resolution and in any proceedings of the Board pertaining thereto.

The Board represents and covenants that: (1) it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Commercial Paper Bonds and the obligations in anticipation of which the Commercial Paper Bonds are issued, to enter into the UNC-Chapel Hill Indentures, the Issuing and Paying Agency Agreement and the Dealer Agreement and to pledge the Revenues in the manner and to the extent set forth in this Resolution; (2) all action on its part for the issuance of the Commercial Paper Bonds has been or will be duly and effectively taken; and (3) the Commercial Paper Bonds in the hands of the Holders thereof are and will be valid and binding special obligations of the Board according to their terms.

Section 4.03. Enforcement of Duties and Obligations of the Board. The Board shall take reasonable action to cause UNC-Chapel Hill to perform fully all duties and acts and comply fully with the covenants of UNC-Chapel Hill contained in the UNC-Chapel Hill Indentures.

Section 4.04. Records and Accounts. The Board shall not create and, to the extent Revenues are received from the Board for the discharge thereof, shall not suffer to remain, any lien, encumbrance or charge on the Revenues. To the extent Revenues or other moneys are received from the Board therefor, the Board will cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands that, if unpaid, might by law become a lien on any Revenues, provided that nothing contained in this Section requires the Board to pay or cause to be discharged, or make provision for, any such lien, encumbrance or charge so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

The Issuing and Paying Agent shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the financing and refinancing of the Projects and to this Resolution, which books and accounts shall be subject to the inspection of UNC-Chapel Hill and the Board.

Section 4.05. Amendment of the Projects. The UNC-Chapel Hill Projects may be amended by (1) the adoption by the Board of a resolution identifying additional projects or revised projects as “special obligation bond projects” within the meaning of the Act, (2) if required by the Act, the adoption by the Board of Trustees of UNC-Chapel Hill of resolutions identifying projects as “special obligation bond projects” within the meaning of the Act, (3) if required by the Act, the approval of the North Carolina General Assembly of “special obligation bond projects” and (4) complying with any other requirements of the Act with respect to the designation of “special obligation bond projects.”

Section 4.06. Restrictions on Action by Individual Holders. No Holder has any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder or for any other remedy hereunder, but nothing herein shall affect or impair the right of any Holder of any Commercial Paper Bond to enforce payment of the principal of or interest on such Commercial Paper Bond at the time and place, from the source and in the manner expressed herein and in the Commercial Paper Bonds.

ARTICLE V

MODIFICATION OR AMENDMENT OF RESOLUTION AND AGREEMENTS

Section 5.01. Supplemental Resolutions Without Consent. Notwithstanding any other provision of this Article, without notice to or the consent of the Holders, the Board may adopt Supplemental Resolutions from time to time supplementing or amending this Resolution or any

Supplemental Resolution so as to modify or amend such resolutions for one or more of the following purposes:

(a) to grant to or confer on the Holders any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred on the Holders;

(b) to add to the covenants and agreements of the Board contained in this Resolution other covenants and agreements thereafter to be observed relative to the acquisition, construction or equipping of the Projects or relative to the application, custody, use or disposition of the proceeds of Commercial Paper Bonds;

(c) to surrender any right, power or privilege reserved to or conferred on the Board by this Resolution;

(d) to confirm, as further assurance, any pledge under, and the subjection to any lien on, or claim or pledge of (whether created or to be created by this Resolution), the Revenues;

(e) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provisions contained in this Resolution or to make such provisions in regard to matters or questions arising under this Resolution as may be necessary or desirable and not contrary to or inconsistent with this Resolution;

(f) in connection with the delivery of any credit or liquidity facility supporting the Commercial Paper Bonds, in order to provide for the realization of moneys thereunder at times and in amounts sufficient to provide for the payment of the principal of and interest on the Commercial Paper Bonds when due;

(g) to facilitate the use of, or to terminate, the Book-Entry System;

(h) to amend the definition of “*Maximum Aggregate Principal Amount*” so as to increase or decrease the maximum aggregate principal amount of Commercial Paper Bonds that may be issued and Outstanding hereunder from time to time as long as there is a corresponding increase or decrease in the corresponding UNC-Chapel Hill 2025B Bond.

(i) to make any other change in this Resolution that does not prejudice in any material respect the rights of the Holders of the Commercial Paper Bonds Outstanding at the date as of which such change becomes effective;

(j) to make any changes necessary to permit another constituent institution of the UNC System to be eligible to benefit from the issuance of Commercial Paper Bonds under corresponding terms related to such constituent institution as apply to UNC-Chapel Hill; or

(k) to make any other change in this Resolution, as long as such change becomes effective only with respect to Commercial Paper Bonds issued after such change is adopted.

Section 5.02. Supplemental Resolutions Requiring Consent of Holders.

(a) At any time or from time to time with the consent of the Holders of a majority in principal amount of the Commercial Paper Bonds then Outstanding, the Board may adopt a Supplemental

Resolution amending or supplementing this Resolution, any Supplemental Resolution or any Commercial Paper Bond to modify any of the provisions of this Resolution, any Supplemental Resolution or any Commercial Paper Bond or to release the Board from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained.

(b) Notwithstanding the foregoing provisions of this Section, nothing contained herein shall permit (1) a change in the due date for the payment of the principal of or interest on any Commercial Paper Bond or any reduction in the principal of or interest rate on any Commercial Paper Bond without the consent of the Holder of such Commercial Paper Bond or (2) the creation of a claim or lien on, or a pledge of, the Revenues ranking before or on a parity with the claim, lien and pledge created by this Resolution, a preference or priority of any Commercial Paper Bond over any other Commercial Paper Bond or a reduction in the percentage of the aggregate principal amount of Commercial Paper Bonds the consent of the Holders of which is required for any modification of this Resolution, without the unanimous consent of the Holders.

Section 5.03. Notation on Commercial Paper Bonds. Commercial Paper Bonds authenticated and delivered after the effective date of any action taken as provided in this Article may, and if the Board so determines, shall, bear a notation by endorsement or otherwise in form approved by the Board of such action, and in that case, on demand of the Holder of any Outstanding Commercial Paper Bond at such effective date and presentation of such Commercial Paper Bond for such purpose to the Board, the Board shall make suitable notation on such Commercial Paper Bond of any such action. If the Board so determines, new Commercial Paper Bonds so modified as in the opinion of the Board conform to such action shall be prepared, authenticated and delivered, and on demand of the Holder of any Outstanding Commercial Paper Bond and surrender of such Commercial Paper Bond to the Board or the Issuing and Paying Agent, such Commercial Paper Bond shall be exchanged, without cost to such Holder, for a new Commercial Paper Bond so modified.

Section 5.04. Amendment of UNC-Chapel Hill Indentures. The Board may from time to time enter into any supplements, amendment, change or modification of the UNC-Chapel Hill Indentures in accordance with the terms and conditions of the UNC-Chapel Hill Indentures.

ARTICLE VI

DEFEASANCE

Section 6.01. Satisfaction and Discharge; Defeasance.

(a) If the Board pays or causes to be paid the principal of and interest on all of the Commercial Paper Bonds and the Issuing and Paying Agent has received a Non-Issuance Notice with respect to all Series of Commercial Paper Bonds, then the pledge of the Revenues and other moneys and securities and funds hereby pledged to the Commercial Paper Bonds and all other rights granted hereby to the Holders shall be discharged and satisfied. In such event, on the request of the Board, the Issuing and Paying Agent shall pay or deliver all moneys, securities and funds held by it under this Resolution that are not required for the payment of Commercial Paper Bonds not theretofore surrendered for such payment to, or as directed by, the Board.

(b) A Commercial Paper Bond is deemed to have been paid within the meaning of and with the effect expressed in this Section if sufficient money for the payment of the principal of and interest on

such Commercial Paper Bond, whether at or before the maturity of such Commercial Paper Bond, or noncallable Government Obligations, the principal of and the interest on which when due will provide sufficient money for such payments, or any combination thereof, is then held by the Issuing and Paying Agent and, if such deposit is made before the maturity of such Commercial Paper Bond, the Board has made provision, satisfactory to the Issuing and Paying Agent, for the giving of notice to the Holder of such Commercial Paper Bond that such money and/or Government Obligations are so available for such payment. If the Board elects to deposit noncallable Government Obligations with the Issuing and Paying Agent pursuant to this Section 6.01(b), then the Board shall deliver to the Issuing and Paying Agent either (A) a verification report of an independent certified public accountant, verification agent or similar expert to the effect that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest and principal (and applicable premium) on the Commercial Paper Bonds to redemption or maturity or (B) an opinion of counsel to the effect that all conditions precedent to the defeasance of the Commercial Paper Bonds, or satisfaction and discharge of this Resolution, as applicable, have been complied with.

(c) Anything in this Resolution to the contrary notwithstanding, any moneys held by the Issuing and Paying Agent in trust for the payment and discharge of any of the Commercial Paper Bonds that remain unclaimed for a period of five years after the date on which such Commercial Paper Bonds have become payable shall be treated as abandoned property under Section 116B-53 of the North Carolina General Statutes, as amended, and the Issuing and Paying Agent shall report and remit this property to the Escheat Fund according to the requirements of Article 4 of Chapter 116B of the North Carolina General Statutes, and thereafter the Holders shall look only to the Escheat Fund for payment and then only to the extent of the amounts so received, without any interest thereon, and the Issuing and Paying Agent and the Board have no responsibility with respect to such money.

ARTICLE VII

ISSUING AND PAYING AGENT; DEALER

Section 7.01. Issuing and Paying Agent. The Issuing and Paying Agent and any successor Issuing and Paying Agent shall perform the duties and obligations imposed on it hereunder and under the Issuing and Paying Agency Agreement. The Issuing and Paying Agent may be removed by the Board at any time by notice to the Issuing and Paying Agent and the Dealer or may resign in accordance with the terms of the Issuing and Paying Agency Agreement. On the resignation or removal of the Issuing and Paying Agent, the Board shall appoint a substitute Issuing and Paying Agent. Any successor Issuing and Paying Agent shall execute and deliver an instrument satisfactory to the Board accepting the duties and responsibilities of the Issuing and Paying Agent hereunder.

The duties of the Issuing and Paying Agent shall be solely as provided in this Resolution and no implied duties, covenants or obligations shall be read into this Resolution against the Issuing and Paying Agent. The Issuing and Paying Agent may consult with counsel and shall not be liable for any action taken in good faith in reliance upon the written advice of counsel. Except as otherwise provided herein, the Issuing and Paying Agent may act in reliance upon any resolution or other document transmitted to it on behalf of the other Board Representative if executed on behalf of such entity by any duly authorized representative thereof. In acting hereunder the Issuing and Paying Agent shall be entitled to all rights, protections and indemnities set forth in the Issuing and Paying Agency Agreement.

Section 7.02. Dealer. The Board Representative will appoint a Dealer or Dealers for the Commercial Paper Bonds under one or more Dealer Agreements and shall assure that at least one firm is serving as Dealer while this Resolution is in effect.

Each Dealer shall perform the duties and obligations imposed on it hereunder and under the Dealer Agreement. A Dealer may be removed at any time by the Board Representative, by notice to the Dealer and the Issuing and Paying Agent. A Dealer may resign in accordance with the terms of the Dealer Agreement. On the resignation or removal of a Dealer, the Board Representative may appoint a substitute Dealer.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Further Assurances. The Board shall, so far as it may be authorized by law, adopt, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming all and singular the rights and the Revenues and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the Board may hereafter become bound to pledge or assign.

Section 8.02. Authorization of Bonds; Sufficiency of Available Funds. The Board hereby authorizes the issuance of the 2025B Bond under the UNC-Chapel Hill Indentures and the Commercial Paper Bonds to pay the costs of financing the UNC-Chapel Hill Projects and costs incurred in connection with the issuance of the 2025B Bonds and the Commercial Paper Bonds.

The Board hereby finds that sufficient Available Funds (as defined in the UNC-Chapel Hill General Trust Indenture) are available to pay the UNC-Chapel Hill's Repayments and therefore to pay the principal of and interest on the Commercial Paper Bonds and to provide for the maintenance and operation of the facilities at UNC-Chapel Hill to the extent required under the UNC-Chapel Hill General Trust Indenture.

Section 8.03. Authorization of Documents. The Board reaffirms its approval of the form and content of the UNC-Chapel Hill General Trust Indenture.

The form and content of (a) UNC-Chapel Hill Series Indenture, Number 20, (b) the Commercial Paper Dealer Agreement between the Board and BofA Securities, Inc., (c) the Commercial Paper Dealer Agreement between the Board and Wells Fargo Bank, National Association and (d) the Issuing and Paying Agent Agreement between the Board and The Bank of New York Mellon Trust Company, N.A. (collectively, the "*Board Documents*") be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman of the Board, the Senior Vice President for Finance & Administration and Chief Financial Officer of the University of North Carolina System, the Secretary of the Board and the Secretary of the University of North Carolina System, and their respective designees (the "*Authorized Board Signatories*"), be and they hereby are authorized, empowered and directed to execute and deliver the Board Documents for and on behalf of the Board, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein, and that from and after the execution and delivery of the Board Documents the Authorized Board Signatories

are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Board Documents as executed.

Section 8.04. Authorization of Offering Memorandum. The form, terms and content of the Offering Memorandum be and the same hereby are in all respects authorized, approved and confirmed, and the use of the Offering Memorandum in connection with the sale of the Commercial Paper Bonds is hereby in all respects authorized, approved, and confirmed. The Senior Vice President for Finance & Administration and Chief Financial Officer of the University of North Carolina System, and her designees, be and he hereby is authorized, empowered and directed to execute and deliver, as applicable, the Offering Memorandum for and on behalf of the Board in substantially the form and content of the Offering Memorandum presented to the Board, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein, and the use of the Offering Memorandum by the Dealer in connection with the sale of the Commercial Paper Bonds to investors is hereby authorized, approved and confirmed.

The Senior Vice President for Finance & Administration and Chief Financial Officer of the University of North Carolina System, and her designees, may also authorize and deliver supplements to the Offering Memorandum from time to time in conjunction with the proper administration and issuance of Commercial Paper Bonds under this Resolution.

Section 8.05. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Authorized Board Signatories are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary to the issuance of the Commercial Paper Bonds. Any provision in this Resolution that authorizes more than one of the Authorized Board Signatories to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

The Authorized Board Signatories are hereby authorized, empowered and directed to make any administrative and procedural changes, modifications, additions or deletions to this Resolution to promote the effective and efficient operations of the commercial paper program in accordance with the intent of this Resolution. Such changes, modifications, additions or deletions to this Resolution shall be set forth in a certificate executed by one or more of the Authorized Board Signatories and such change, modification, addition or deletion will be effective on the date of such certificate. Such execution by the Authorized Board Signatories constitutes conclusive evidence of the Board's approval thereof.

Section 8.06. Evidence of Signatures of Holders and Ownership of Commercial Paper Bonds. Any request, direction, consent or other instrument that this Resolution may require or permit to be executed by the Holders may be in one or more instruments of similar tenor, and shall be executed by such Holders in person, by their attorneys duly appointed in writing or by their legal representatives. Except as otherwise expressly provided herein, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any person of Commercial Paper Bonds is sufficient for any purpose of this Resolution and is conclusive in favor of the Issuing and Paying Agent and the Board with regard to any action taken under such instrument if made in the following manner, but

the Issuing and Paying Agent or the Board may nevertheless in its discretion require further or other proof in cases where it deems such further or other proof desirable:

(a) The fact and date of the execution by any Holder or his attorney or legal representative of such instrument may be proved by the certificate (which need not be acknowledged or verified) of an officer of a bank or trust company satisfactory to the Board 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 executing such 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 any person executing any such instrument on behalf of a corporate Holder 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 its treasurer or an assistant treasurer.

(b) The ownership of Commercial Paper Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration books.

Any request, direction, consent or vote of the owner of any Commercial Paper Bond binds all future owners of such Commercial Paper Bond in respect of anything done or suffered to be done or omitted to be done by the Board or the Issuing and Paying Agent in accordance therewith.

Section 8.07. Preservation and Inspection of Documents. The Issuing and Paying Agent shall retain all documents received from the Board, UNC-Chapel Hill, or any Holders under this Resolution or the UNC-Chapel Hill Series Indenture, Number 20 in its possession and subject at all reasonable times to the inspection of the Board, UNC-Chapel Hill, a Holder and their agents and representatives, any of whom may make copies thereof.

Section 8.08. Moneys and Funds Held for Particular Commercial Paper Bonds. The amounts held by the Issuing and Paying Agent for the payment of the principal of and interest on any Commercial Paper Bond due on any date is, pending such payment, to be set aside and held in trust by it for the Holder of such Commercial Paper Bond, and for the purposes of this Resolution such Commercial Paper Bond is no longer to be considered to be Outstanding.

Section 8.09. No Recourse Against Members, Officers or Employees of Board. No recourse under, or on, any statement, obligation, covenant, or agreement contained in this Resolution, in any Commercial Paper Bond, or in any document or certification relating to the Commercial Paper Bonds, or under any judgment obtained against the Board or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee, as such, of the Board, either directly or through the Board, or otherwise, for the payment for or to the Board or any receiver of the Board, or for, or to, any Holder or otherwise, of any sum that may be due and unpaid on any such Commercial Paper Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Board or any receiver of the Board, or for, any Holder or otherwise, of any sum that may remain due and unpaid on the Commercial Paper Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Resolution and the issuance of the Commercial Paper Bonds.

Section 8.10. Severability of Invalid Provision. If any one or more of the covenants or agreements provided in this Resolution on the part of the Board or the Issuing and Paying Agent to be performed is contrary to law, then such covenant or agreement is null and void and does not affect the validity of the other provision of this Resolution or of the Commercial Paper Bonds

Section 8.11. Notices. All notices or other communications will be sufficiently given and will be deemed given when delivered by Electronic Means or mailed by overnight service or certified or registered mail, postage prepaid, as follows:

If to the Board:

Board of Governors of the University of North Carolina
223 S. West Street, Suite 1800
Raleigh, NC 27603
Chapel Hill, North Carolina 27515
Attention: Senior Vice President for Finance & Administration and Chief Financial Officer

If to UNC-Chapel Hill:

University of North Carolina at Chapel Hill
301 South Building, Campus Box 1000
Chapel Hill, North Carolina 27599-1000
Attention: Vice Chancellor for Finance and Operations

If to the Issuing and Paying Agent: as provided in Issuing and Paying Agent Agreement

If to the Dealer, as applicable: as provided in applicable Dealer Agreement

The Issuing and Paying Agent shall have the right to accept and act upon directions or instructions given pursuant to this Resolution or any other document reasonably relating to the Commercial Paper Bonds, including, but not limited to a Program Order, a Series Order and a Bond Order, and delivered using Electronic Means; provided, however, that the Board or UNC-Chapel Hill, as the case may be, shall provide to the Issuing and Paying Agent an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an “*Authorized Officer*”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Board or UNC-Chapel Hill elects to give the Issuing and Paying Agent directions or instructions using Electronic Means and the Issuing and Paying Agent in its discretion elects to act upon such directions or instructions, the Issuing and Paying Agent’s reasonable understanding of such directions or instructions shall be deemed controlling. The Board and UNC-Chapel Hill each understands and agrees that the Issuing and Paying Agent cannot determine the identity of the actual sender of such directions or instructions and that the Issuing and Paying Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Issuing and Paying Agent have been sent by such Authorized Officer. The Board and UNC-Chapel Hill, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Issuing and Paying Agent and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Issuing and Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Issuing and Paying Agent’s reliance upon and compliance with such directions or instructions notwithstanding such

directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the Board and UNC-Chapel Hill agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Issuing and Paying Agent, including without limitation the risk of the Issuing and Paying Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Issuing and Paying Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Issuing and Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Notice required by this Resolution may be waived by the required recipient, either before or after the event, and such waiver shall be the equivalent of such notice.

Notices and other communications to owners of Commercial Paper Bonds will be delivered to owners through the Book-Entry System and shall be deemed delivered to owners upon receipt by DTC. Any notice to DTC shall be deemed given when received by DTC. Any defect in a notice to any particular owner shall not affect the sufficiency of such notice with respect to other owners.

Section 8.12. Business Days. Except as otherwise expressly provided herein, if any date specified herein for the payment of any Commercial Paper Bond or the performance of any act is not a Business Day, such payment or performance will be made on the next succeeding Business Day with the same effect as if made on such date, and in case any payment of the principal of or interest on any Commercial Paper Bond is due on a date that is not a Business Day, such payment will be made on the immediately succeeding Business Day and no interest will accrue on the amount of such payment during the intervening period.

Section 8.13. North Carolina Law. This Resolution is governed by and to be construed in accordance with the laws of the State of North Carolina without regard to conflict of law principles.

Section 8.14. Intention as to Seal and Contract. It is intended that this Resolution, when signed on behalf of the Board and duly delivered, constitute a contractual obligation under seal under the laws of the State of North Carolina with force and effect as an agreement and indenture of trust.

Section 8.15. Execution in Counterparts; Electronic Signatures. Any documents executed in connection with this Resolution may be executed in any number of counterparts, by manual, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Resolution delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Resolution. This Resolution and related documents may be sent and stored by electronic means.

Section 8.16. Cancellation of Prior Commercial Paper Program. The Bond Resolution adopted by the Board on October 12, 2001, which was amended and restated by a resolution adopted by the Board on January 9, 2004 and further amended by a resolution adopted by the Board on April 11, 2006 (the "Prior Commercial Paper Resolution"), authorizing the issuance, sale and delivery from time to time of its Commercial Paper Bonds (UNC-Chapel Hill/NC State), is hereby repealed effective on the first date that Commercial Paper Bonds are issued under this Resolution. Upon the effective date of the repeal of this

Resolution, the agreements related to the issuance of bonds under the Prior Commercial Paper Resolution are hereby terminated on such date, including but not limited to the issuing and paying agency agreement and the dealer agreements related to such bonds. For purposes of clarity, this Resolution is intended to supersede, replace and amend and restate the Prior Commercial Paper Resolution.

Section 8.17. Effective Date. This Resolution is effective immediately on its adoption.

STATE OF NORTH CAROLINA

)

SECRETARY'S CERTIFICATE

)

SS:

OF AUTHENTICATION

COUNTY OF WAKE

)

I, Meredith R. McCullen, Deputy Chief of Staff and Secretary of the University of North Carolina System, *DO HEREBY CERTIFY* that (1) the foregoing is a full, true and correct copy of the approving resolution adopted by the Board of Governors of the University of North Carolina System (the "*Board of Governors*") at its meeting on October 16, 2025 and appearing in the minutes of such meeting, (2) notice of the meeting of the Board of Governors held on October 16, 2025 was sent to each member of the Board of Governors, and (3) a quorum was present at the meeting on October 16, 2025 at which time the foregoing Resolution was adopted.

WITNESS, my hand and the seal of the University of North Carolina System this ____ day of _____, 2025.

[SEAL]

Deputy Chief of Staff and Secretary of the University of
North Carolina System

APPENDIX A

DEFINITIONS

“Act” means Chapter 116D of the General Statutes of North Carolina, as amended, and any successor statute.

“Additional Required Payments” means the payments so designated by and set forth in the UNC-Chapel Hill Series Indenture, Number 20.

“Agent” or ***“Issuing and Paying Agent”*** means The Bank of New York Mellon Trust Company, N.A., and any other issuing and paying agent appointed under Section 7.01 of the Resolution and their successors.

“Beneficial Owner” means the person in whose name a Commercial Paper Bond is recorded as beneficial owner of such Commercial Paper Bond on the records of a Participant of the Securities Depository.

“Board” means the Board of Governors of the University of North Carolina.

“Board Representative” means the Senior Vice President for Finance & Administration and Chief Financial Officer of the University of North Carolina System or any successor officer performing the functions currently performed by the Senior Vice President for Finance & Administration and Chief Financial Officer of the University of North Carolina System and his or her designees.

“Bond Counsel” means a law firm appointed by the Board having a national reputation in the field of municipal law whose legal opinions are generally accepted by purchasers of municipal obligations. The firm of Parker Poe Adams & Bernstein L.L.P. is hereby recognized as constituting Bond Counsel, subject to further action by the Board.

“Bond Order” means an order delivered in writing by a Board Representative or the Dealer directing the authentication and delivery of New Money Bonds in accordance with Section 2.03 of the Resolution.

“Bond Payment Date” means a date on which principal and interest is due on the Commercial Paper Bonds.

“Book-Entry System” means a book-entry system established and operated for the recordation of beneficial ownership interests in the Commercial Paper Bonds under the Resolution.

“Book-Entry Master Bonds” means the Book-Entry Master Tax-Exempt Bond and the Book-Entry Master Taxable Bond.

“Book-Entry Master Taxable Bond” means a certificate evidencing the Commercial Paper Bonds issued under a Taxable Program delivered in accordance with Section 2.09 of the Resolution substantially in the form attached hereto or, while the Commercial Paper Bonds are in the Book-Entry System, in such form as required by the Securities Depository.

“Book-Entry Master Tax-Exempt Bond” means a certificate evidencing the Commercial Paper Bonds issued under a Tax-Exempt Program delivered in accordance with Section 2.09 of the Resolution substantially in the form attached hereto or, while the Commercial Paper Bonds are in the Book-Entry System, in such form as required by the Securities Depository.

“Business Day” means a day other than (1) a Saturday, Sunday or other day on which banking institutions in the State or in the city in which the Designated Office of the Issuing and Paying Agent or the Dealer is located are authorized or required to close or (2) a day on which the New York Stock Exchange is closed.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

“Commercial Paper Bond” or ***“Commercial Paper Bonds”*** means the University of North Carolina Commercial Paper Bonds (UNC-Chapel Hill) authorized by Section 2.01 of the Resolution, which while in the Book-Entry System will be evidenced by the Book-Entry Master Bonds.

“Costs of Issuance Fund” means the Costs of Issuance Fund established and so designated under Section 3.01 of the Resolution.

“Costs of the Issuance” means all items of expense, directly or indirectly payable by or reimbursable to the Board and UNC-Chapel Hill, related to the authorization, sale and issuance of Commercial Paper Bonds.

“Costs of the Projects” means the cost of construction and acquisition of all lands, structures, property (real or personal), rights, rights-of-way, franchises, easements and interests acquired for the Projects, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, the cost of all machinery and equipment, financing charges, interest before and during construction and for such a limited period after completion of construction as the Board deems advisable, reserves for principal and interest and for extensions, enlargements, additions and improvements, the cost of architectural, engineering, financial and legal services, plans, specifications, studies, surveys, estimates of cost and of revenues and administrative expenses necessary or incidental to determining the feasibility or practicability of constructing the Projects and such other expenses as may be necessary or incidental to the construction and acquisition and the placing of the Projects in operation.

“Dealer” means any dealer appointed pursuant to Section 7.02 of the Resolution, and their successors.

“Dealer Agreement” means any agreement between the Board and a Dealer, as amended, modified or supplemented from time to time.

“Debt Service Fund” means the fund established and so designated under Section 3.01 of the Resolution.

“Defeased Municipal Obligations” means obligations of state or local government municipal bond issuers which are rated in the highest rating category by S&P and Moody’s, respectively, provision for the payment of the principal of and interest on which shall have been made by deposit with a trustee or escrow agent of (1) noncallable Government Obligations, (2) evidences of ownership of a proportionate

interest in specified noncallable Government Obligations, (3) cash or (4) any combination of such noncallable Government Obligations, evidences of ownership and cash, which Government Obligations or evidences of ownership, together with any cash, are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian, the maturing principal of and interest on such Government Obligations or evidences of ownership, when due and payable, being sufficient, together with any cash, to provide money to pay the principal of, premium, if any, and interest on such obligations of such state or local government municipal bond issuers.

“Designated Office” means (1) when used with reference to the Issuing and Paying Agent, the corporate trust office of the Issuing and Paying Agent designated as such, and (2) when used with reference to the Dealer, the office of the Dealer designated as such.

“Delivery Instructions”, when used with respect to the issuance of Commercial Paper Bonds, means the notice provided by the Dealer to the Issuing and Paying Agent and the UNC-Chapel Hill Representative that specifies the principal amount, maturity and interest rate on such Commercial Paper Bonds and the instructions for delivery of such Commercial Paper Bonds to the purchaser.

“DTC” means the Depository Trust Company.

“Electronic Means” means the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords or authentication keys, or another method or system specified by the Issuing and Paying Agent as available for use in connection with its services under this Resolution.

“Favorable Opinion of Bond Counsel” means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability from gross income of interest paid on any Commercial Paper Bond for federal income tax purposes.

“Final Maturity Date” means January 31, 2041.

“Funds and Accounts” means the Debt Service Fund, the Costs of Issuance Fund, the UNC-Chapel Hill Program Fund and any other fund, account or sub-account established pursuant to the Resolution.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged; (b) obligations 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 Trustee 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 Trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the Owner; (c) Defeased Municipal; (d) the interest only portions of obligations issued by the Resolution Funding Corporation; or (e) 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.

“Holder,” “holder,” “owner” or any similar term, when used with reference to a Commercial Paper Bond, means the registered owner of such Commercial Paper Bond.

“Investment Obligations” means, to the extent from time to time permitted by law:

- (1) Government Obligations;
- (2) direct obligations of, or obligations the principal of and interest on which shall be unconditionally guaranteed by any of the following agencies of the United States government: Federal Farm Credit System, Federal Home Loan Banks, Export-Import Bank of the United States of America, Government National Mortgage Association, Federal National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Financing Corporation and all other obligations issued or unconditionally guaranteed by any agency controlled or supervised by and acting as an instrumentality of the United States government under authority granted by the Congress;
- (3) bankers acceptances drawn on and accepted by banks (which may include the Issuing and Paying Agent and the Trustee), or certificates of deposit or commercial paper of banks (which may include the Paying Agent and the Trustee), with a combined capital and surplus aggregating at least \$100,000,000 and the unsecured securities of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's;
- (4) interest-bearing demand or time deposits or certificates of deposit, fully insured by the Federal Deposit Insurance Corporation, of a bank (which may include the Paying Agent and the Trustee) or trust company or, to the extent not so insured, of a bank or trust company (which may include the Paying Agent and the Trustee), the unsecured securities of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's;
- (5) interest-bearing notes, issued by a bank (which may include the Paying Agent and the Trustee) or bank holding company and rated within one of the two highest rating categories assigned by S&P or Moody's (without regard to any gradations by numerical qualifier or otherwise) and which bank or bank holding company has a combined capital and surplus aggregating at least \$100,000,000;
- (6) repurchase agreements, reverse repurchase agreements, or investment agreements with a financial institution (which may include the Paying Agent and the Trustee) (a) with a combined capital and surplus aggregating at least \$100,000,000 and the unsecured long term-debt obligations of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's, or (b)(i) continuously secured and collateralized by segregated obligations referred to in (1) through (5) above having a market value at least equal at all times to the principal balance collectible pursuant thereto and the accrued interest thereon and (ii) as to which the University receives evidence that a

custodian has possession of the collateral, evidence that the collateral is free and clear of any third-party liens or claims and an opinion that the custodian has a perfected security interest in the collateral, any substitutes therefor and all proceeds thereof;

(7) debt securities of any entity whose long-term debt obligations are rated within one of the two highest rating categories assigned by S&P or Moody's, (without regard to any gradations by numerical qualifier or otherwise);

(8) bonds or other obligations, rated within one of the two highest rating categories assigned by S&P or Moody's (without regard to any gradations by numerical qualifier or otherwise), of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state or any unit investment trust investing solely in such bonds or obligations;

(9) commercial paper rated "A-1+" by S&P and "P-1" by Moody's and maturing in not more than 365 days;

(10) money market funds rated in the highest rating category by S&P or Moody's; and

(11) the State Treasurer's Short-Term Investment Fund.

"Issuing and Paying Agent" is defined above under ***"Agent."***

"Issuing and Paying Agency Agreement" means the Issuing and Paying Agency Agreement between the Board and the Issuing and Paying Agent related to the Commercial Paper Bonds, as amended, modified or supplemented from time to time.

"Letter of Representations" means the Letter of Representations among the Board, the Issuing and Paying Agent and DTC, and any other agreement entered into among the Board, the Issuing and Paying Agent and any other Securities Depository, for purposes of making the Commercial Paper Bonds eligible for the Book-Entry System.

"Maximum Aggregate Principal Amount" means \$250,000,000, as may be amended from time to time.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, ***"Moody's"*** refers to any other nationally recognized securities rating agency designated by the Board by notice to the Issuing and Paying Agent.

"New Money Bond" means a Commercial Paper Bond the proceeds of which are applied to pay, or reimburse the Board or UNC-Chapel Hill for paying, the Costs of the Projects or certain costs of issuance of the Commercial Paper Bonds.

"New Money Issuance Period" has the meaning given in Section 2.10(b) of the Resolution.

"Non-Issuance Notice" means a notice received by the Issuing and Paying Agent from the Board directing the Issuing and Paying Agent to cease authenticating and delivering Commercial Paper Bonds of one or more Series under the Resolution.

“Offering Memorandum” means the offering memorandum for the initial issuance of Commercial Paper Bonds under this Resolution, in substantially the form presented to the Board at the time of the adoption of the Resolution, which such changes as are permitted by the Resolution, as may be supplemented from time to time.

“Original Issue Discount” means, when used with respect to any Commercial Paper Bond, the difference between the principal amount of such Commercial Paper Bond payable at maturity and the initial public offering price of such Commercial Paper Bond.

“Outstanding” or ***“outstanding”*** means, when used with reference to Commercial Paper Bonds, as of any particular date, all Commercial Paper Bonds authenticated and delivered under the Resolution except:

(1) any Commercial Paper Bond canceled by the Issuing and Paying Agent (or delivered to the Issuing and Paying Agent for cancellation) at or before such date;

(2) any Commercial Paper Bond for the payment of the principal of and interest on which provision has been made as provided in Section 6.01 of the Resolution; and

(3) any Commercial Paper Bond in lieu of or in substitution for which a new Commercial Paper Bond has been authenticated and delivered pursuant to Article II or Section 5.03 of the Resolution.

“Participant” means a participant of the Securities Depository in accordance with its rules and procedures.

“Program” means the initial commercial paper program established under the Resolution and each additional commercial program established thereunder, each of which is intended to constitute a single issue of Commercial Paper Bonds pursuant to the Code.

“Projects” means, initially, the UNC-Chapel Hill Projects, as may be amended from time to time.

“Rating Agency” means Moody’s or S&P or any other securities rating agency that have assigned a rating that is then in effect with respect to the Commercial Paper Bonds, and their successors and assigns, and ***“Rating Agencies”*** means all of them.

“Refunding Bonds” means Commercial Paper Bonds issued to refund an Outstanding Commercial Paper Bond. The procedures for issuing Refunding Notes are described in Section 2.03(c).

“Repayments” means those payments so designated by and set forth in the UNC-Chapel Hill Series Indenture, Number 20.

“Resolution” means this Bond Resolution, adopted by the Board on October 16, 2025, as may be amended, modified or supplemented from time to time by any Supplemental Resolution.

“Revenues” means (1) all payments to the Board or the Issuing and Paying Agent pursuant to the UNC-Chapel Hill Indentures related to Commercial Paper Bonds, such obligations being evidenced by the UNC-Chapel Hill 2025B Bond and (2) all moneys and securities on deposit in the Funds and Accounts.

“Securities Depository” means The Depository Trust Company, New York, New York, and any substitute for or successor to such securities depository that maintains a Book-Entry System with respect to the Commercial Paper Bonds.

“Series” or ***“Series of Commercial Paper Bonds”*** means the series of Commercial Paper Bonds bearing the designation “A-1” and each additional series of Commercial Paper Bonds issued under the Resolution.

“State” means the State of North Carolina.

“Supplemental Resolution” means any resolution adopted by the Board amending, modifying or supplementing the Resolution, any Supplemental Resolution or any Commercial Paper Bond in accordance with the terms of the Resolution.

“S&P” means S&P Global Ratings, its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” refers to any other nationally recognized securities rating agency designated by the Board by notice to the Issuing and Paying Agent.

“Taxable Bonds” means Commercial Paper Bonds issued under a Taxable Program.

“Taxable Program” means a Program under which Commercial Paper Bonds are issued the interest on which is not excludable from gross income of the holders thereof for federal income tax purposes.

“Tax Certificate” means the tax certificate executed by the Board in connection with the initial issuance and delivery of the Commercial Paper Bonds, as amended, modified or supplemented from time to time, and any tax certificate executed by the Board in connection with the establishment of a new Program, as amended, modified or supplemented from time to time.

“Tax-Exempt Bonds” means Commercial Paper Bonds issued under a Tax-Exempt Program.

“Tax-Exempt Program” means a Program under which Commercial Paper Bonds are issued the interest on which is excludable from gross income of the holders thereof for federal income tax purposes.

“2025B Bond” means The University of North Carolina at Chapel Hill General Revenue Bond, Series 2025B issued under the UNC-Chapel Hill Indentures to evidence and secure the indebtedness related to the Commercial Paper Bonds.

“UNC-Chapel Hill” means The University of North Carolina at Chapel Hill.

“UNC-Chapel Hill General Trust Indenture” means the General Trust Indenture dated as of January 15, 2001 between the Board and the Trustee, as amended, modified or supplemented from time to time, under which the Board issues bonds for the benefit of UNC-Chapel Hill.

“UNC-Chapel Hill Indentures” means the UNC-Chapel Hill General Trust Indenture and the UNC-Chapel Hill Series Indenture, Number 20.

“UNC-Chapel Hill Program Fund” means the Program Fund established and so designated under Section 3.01 of the Resolution.

“UNC-Chapel Hill Projects” means the project or projects financed or refinanced with proceeds of the Commercial Paper Bonds as set forth in Exhibit B to the UNC-Chapel Hill Series Indenture, Number 20, as such project or projects may be amended in accordance with the provisions of the Resolution and the UNC-Chapel Hill Series Indenture, Number 20.

“UNC-Chapel Hill Representative” means (1) the UNC-Chapel Hill Vice Chancellor for Finance and Operations or any successor officer performing the functions currently performed by the UNC-Chapel Hill Vice Chancellor for Finance and Operations or (2) his or her designee.

“UNC-Chapel Hill Series Indenture, Number 20” means Series Indenture, Number 20 dated as of December 1, 2025 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended, modified or supplemented from time to time, under which the UNC-Chapel Hill 2025B Bond is issued.

“UNC-Chapel Hill 2025B Bond” means The University of North Carolina at Chapel Hill General Revenue Bond, Series 2025B (commercial paper) issued under the UNC-Chapel Hill Series Indenture, Number 20 that secures the Board’s obligation to repay the Commercial Paper Bonds pursuant to the UNC-Chapel Hill Indentures.

APPENDIX B

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA**

**THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA
UNIVERSITY OF NORTH CAROLINA SYSTEM
[TAX-EXEMPT][TAXABLE]COMMERCIAL PAPER BONDS,
(UNC-CHAPEL HILL)**

Chapel Hill, North Carolina
_____, 20__

Up to \$_____

DATE OF ISSUANCE
December ___, 2025

MATURITY DATE

CUSIP

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA (the “Board”), a body politic and corporate under the name of the University of North Carolina (the “University”), for value received hereby promises to pay (but solely from the funds hereinafter mentioned), on the maturity date hereof, without the option of prior payment, to Cede & Co., or registered assigns (the “Holder”), the outstanding principal amount hereof plus interest thereon to the maturity date at the rate and on the maturity dates determined from time to time in accordance with the Resolution (as hereinafter defined). This bond is issued pursuant to the Board’s Bond Resolution, adopted on October 16, 2025, as such resolution may be amended or supplemented from time to time (the “Resolution”), and the Issuing and Paying Agency Agreement, dated as of December __, 2025 (the “Issuing and Paying Agency Agreement”), between the Board and The Bank of New York Mellon Trust Company, N.A., as issuing and paying agent (the “Issuing and Paying Agent”). The proceeds of this bond will be advanced by the Board to the University of North Carolina at Chapel Hill (“UNC-Chapel Hill”) under the terms of the Resolution and Series Indenture, Number 20 dated as of December 1, 2025 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, as may be supplemented and amended (the “UNC-Chapel Hill Series Indenture, Number 20”).

The Board is required to pay the principal amount hereof and interest thereon only to the extent that there are Revenues (as defined in the Resolution) received under the Resolution, including amounts received as Repayments pursuant to and as defined in the UNC-Chapel Hill Series Indenture, Number 20. The Bond is a special obligation of the Board. The Bond, the interest thereon and the premium, if any, are not a debt of the Board or the State, and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on the Bond except from the Revenues. Neither the faith and credit nor

the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on the Bond. The Bond does not constitute a debt or liability of the State. The issuance of the Bond does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for the Bond.

This Bond has been issued by the Issuing and Paying Agent for the account of the Board under the Resolution and the Issuing and Paying Agency Agreement, and is entitled to the benefits of the Resolution. The Resolution, the Issuing and Paying Agency Agreement and the UNC-Chapel Hill Indentures (as defined in the Resolution) are on file with the Issuing and Paying Agent at its office at The Bank of New York Mellon Trust Company, N.A., 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256, Attention: Corporate Trust Division.

This note and all instruments securing the same are to be construed according to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Board of Governors of the University of North Carolina has caused this Bond to be signed on its behalf by its Chair by her manual, facsimile or electronic signature and by its Secretary by her manual or facsimile signature and the manual or facsimile seal of the University to be imprinted hereon, all as of its date of issuance.

Chair of the Board of Governors of
the University of North Carolina

[SEAL]

Secretary of the Board of Governors
of the University of North Carolina

Countersigned for Authentication only:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Issuing and Paying Agent

By: _____
Authorized Agent

**THIS NOTE IS NOT VALID FOR ANY PURPOSE UNLESS COUNTERSIGNED BY THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A., AS ISSUING AND PAYING AGENT.**

APPENDIX C

FORM OF NEW PROGRAM ORDER

UNIVERSITY OF NORTH CAROLINA SYSTEM COMMERCIAL PAPER BONDS, (UNC-CHAPEL HILL), SERIES A-__

To: The Bank of New York Mellon Trust Company, N.A., as Issuing and Paying Agent
_____, as Dealer

Reference is hereby made to the Bond Resolution, adopted by the Board of Governors of the University of North Carolina (the "*Board*") on October 16, 2025, as such resolution has been previously modified, supplemented and amended (the "*Resolution*"). All capitalized terms used but not otherwise defined herein have the meanings given them in Appendix A of the Resolution.

In accordance with Section 2.10 of the Resolution, the Board hereby gives notice as follows:

1. Effective _____, 20__, on the satisfaction of the conditions set forth in Section 2.10 of the Resolution, a new Program shall be established under the Resolution. The new Program shall initially comprise __ Series of Bonds, designated "Series A_" [to "Series A_"].
2. This new Program will be a [Tax-Exempt][Taxable] Program under the Resolution.
3. [For Tax-Exempt Programs only: On the effective date of the new Program, no Bonds may be issued under the current Program, which was established [as the initial Program under the Resolution][under the Resolution and the New Program Order dated _____, 20__].]
4. The Board, and by executing the acknowledgment below, the Issuing and Paying Agent and [Dealer], as the Dealer with respect to the Series A_ Bonds [and [Dealer] with respect to the Series A_ Bonds], acknowledge that the Resolution, the Issuing and Paying Agency Agreement, the UNC-Chapel Hill Indentures and the Dealer Agreement(s) identified on Appendix A hereto shall apply to the new Program.

IN WITNESS WHEREOF, the Board, by their duly authorized representatives, hereby executed and delivered this New Program Order, as of the __ day of _____, 20__.

BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA

By: _____
Board Representative

The undersigned hereby acknowledge receipt of this New Program Order.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Issuing and Paying Agent

By: _____
Authorized Agent

[DEALER],
as Dealer

By: _____
Authorized Officer

Exhibit A

[Identify Dealer Agreement(s), specifying which Dealer and which Dealer Agreement pertains to which Series of Bonds]

APPENDIX D

FORM OF NEW SERIES ORDER

**UNIVERSITY OF NORTH CAROLINA SYSTEM
COMMERCIAL PAPER BONDS,
(UNC-CHAPEL HILL), SERIES__-**

To: The Bank of New York Mellon Trust Company, N.A., as Issuing and Paying Agent
 _____, as Dealer

Reference is hereby made to the Bond Resolution, adopted by the Board of Governors of the University of North Carolina (the “*Board*”) on October 16, 2025, as such resolution has been previously modified, supplemented and amended (the “*Resolution*”). All capitalized terms used but not otherwise defined herein have the meanings given them in Appendix A of the Resolution.

In accordance with Section 2.01(b) of the Resolution, the Board hereby gives notice as follows:

1. Effective _____, 20__, a new Series shall be established under the Resolution. The new Series shall be part of the [Tax-Exempt][Taxable] Program established [as the initial Program under the Resolution][under the New Program Order dated _____, 20__] and shall be designated “Series A_.”

2. [Dealer] shall be the Dealer with respect to the new Series, pursuant to the Dealer Agreement identified on Exhibit A hereto. [BOND: Unless the Dealer currently serves as Dealer with respect to another Series of Bonds pursuant to a Dealer Agreement previously approved, executed and delivered by the Agency, the appointment of a new Dealer will require Board approval in accordance with its practices and procedures.]

3. The Board, and by executing the acknowledgment below, the Issuing and Paying Agent and [Dealer], as the Dealer with respect to the new Series of Bonds, acknowledge that the Resolution, the Issuing and Paying Agency Agreement, the UNC-Chapel Hill Indentures and the Dealer Agreement identified on Exhibit A hereto shall apply to the new Series.

IN WITNESS WHEREOF, the Board, by their duly authorized representatives, hereby delivered this New Program Order, as of the __ day of _____, 20__.

BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA

By: _____
Board Representative

The undersigned hereby acknowledge receipt of this New Series Order.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Issuing and Paying Agent

By: _____
Authorized Agent

[DEALER],
as Dealer

By: _____
Authorized Officer

Exhibit A

[Identify Dealer Agreement]

APPENDIX E

FORM OF BOOK-ENTRY MASTER TAX-EXEMPT BOND

MASTER BOND

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA
UNIVERSITY OF NORTH CAROLINA SYSTEM
TAX-EXEMPT COMMERCIAL PAPER BONDS,
(UNC-CHAPEL HILL)

_____, 20__

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA (the “*Board*”), a body politic and corporate under the name of the University of North Carolina (the “*University*”), for value received hereby promises to pay (but solely from the funds hereinafter mentioned), without the option of prior payment, to Cede & Co., as nominee of The Depository Trust Company, or registered assigns (the “*Holder*”), (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records (the “*Underlying Records*”) of Board, as being evidenced by this Master Bond, which Underlying Records are being maintained the Issuing and 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. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from the Issuing and Paying Agent without the necessity of presentation and the surrender of this Master Bond. This Master Bond represents the commercial paper bonds issued under a Tax-Exempt Program pursuant to the Board’s Bond Resolution, adopted on October 16, 2025, as such resolution may be amended or supplemented from time to time (the “*Resolution*”), and the Issuing and Paying Agency Agreement, dated as of December __, 2025 (the “*Issuing and Paying Agency Agreement*”), between the Board and The Bank of New York Mellon Trust Company, N.A., as issuing and paying agent (the “*Issuing and Paying Agent*”). The proceeds of this bond will be advanced by the Board to the University of North Carolina at Chapel Hill (“*UNC-Chapel Hill*”) under the terms of the Resolution and Series Indenture, Number 20 dated as of December 1, 2025 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, as may be supplemented and amended (the “*UNC-Chapel Hill Series Indenture, Number 20*”).

Capitalized terms not otherwise defined in this Master Bond shall have the meaning assigned in the Resolution.

The Board is required to pay the principal amount hereof and interest thereon only to the extent that there are Revenues (as defined in the Resolution) received under the Resolution, including amounts received as Repayments pursuant to and as defined in the UNC-Chapel Hill Series Indenture, Number 20. This Master Bond is a special obligation of the Board. This Master Bond, the interest thereon and the premium, if any, are not a debt of the Board or the State, and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on this Master Bond except from the Revenues. Neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on this Master Bond. This Master

Bond does not constitute a debt or liability of the State. The issuance of this Master Bond does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for this Master Bond.

This Master Bond has been issued under the Resolution and is entitled to the benefits of the Resolution. The Resolution, the Issuing and Paying Agency Agreement and the UNC-Chapel Hill Indentures (as defined in the Resolution) are on file with the Issuing and Paying Agent at its office at The Bank of New York Mellon Trust Company, N.A., 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256, Attention: Corporate Trust Division.

This note and all instruments securing the same are to be construed according to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Board of Governors of the University of North Carolina has caused this Master Bond to be signed on its behalf by its Board Representative by her manual, facsimile or electronic signature.

Board Representative

[SEAL]

Secretary of the Board of Governors
of the University of North Carolina

Countersigned for Authentication only:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Issuing and Paying Agent

By: _____
Authorized Agent

THIS BOND IS NOT VALID FOR ANY PURPOSE UNLESS COUNTERSIGNED BY THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS ISSUING AND PAYING AGENT.

Attachment 1

At the request of the registered owner, the Board shall promptly issue and deliver one or more separate Bond certificates evidencing each obligation evidenced by this Master Bond. As of the date any such Bond certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Bond.

=====

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto

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

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

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Bond, 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 the Board 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 BOOK-ENTRY MASTER TAXABLE BOND

MASTER BOND

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA**

**THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA
UNIVERSITY OF NORTH CAROLINA SYSTEM
TAXABLE COMMERCIAL PAPER BONDS,
(UNC-CHAPEL HILL)**

_____, 20__

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF NORTH CAROLINA (the “*Board*”), a body politic and corporate under the name of the University of North Carolina (the “*University*”), for value received hereby promises to pay (but solely from the funds hereinafter mentioned), without the option of prior payment, to Cede & Co., as nominee of The Depository Trust Company, or registered assigns (the “*Holder*”), (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records (the “*Underlying Records*”) of Board, as being evidenced by this Master Bond, which Underlying Records are being maintained the Issuing and 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. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from the Issuing and Paying Agent without the necessity of presentation and the surrender of this Master Bond. This Master Bond represents the commercial paper bonds issued under a Taxable Program pursuant to the Board’s Bond Resolution, adopted on October 16, 2025, as such resolution may be amended or supplemented from time to time (the “*Resolution*”), and the Issuing and Paying Agency Agreement, dated as of December __, 2025 (the “*Issuing and Paying Agency Agreement*”), between the Board and The Bank of New York Mellon Trust Company, N.A., as issuing and paying agent (the “*Issuing and Paying Agent*”). The proceeds of this bond will be advanced by the Board to the University of North Carolina at Chapel Hill (“*UNC-Chapel Hill*”) under the terms of the Resolution and Series Indenture, Number 20 dated as of December 1, 2025 between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, as may be supplemented and amended (the “*UNC-Chapel Hill Series Indenture, Number 20*”).

Capitalized terms not otherwise defined in this Master Bond shall have the meaning assigned in the Resolution.

The Board is required to pay the principal amount hereof and interest thereon only to the extent that there are Revenues (as defined in the Resolution) received under the Resolution, including amounts received as Repayments pursuant to and as defined in the UNC-Chapel Hill Series Indenture, Number 20. This Master Bond is a special obligation of the Board. This Master Bond, the interest thereon and the premium, if any, are not a debt of the Board or the State, and neither the State nor the Board is obligated to pay the principal of, premium, if any, and interest on this Master Bond except from the Revenues. Neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is pledged for the payment of the principal of, premium, if any, or the interest on this Master Bond. This Master Bond does not constitute a debt or liability of the State. The issuance of this Master Bond does not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes for this Master Bond.

This Master Bond has been issued under the Resolution and is entitled to the benefits of the Resolution. The Resolution, the Issuing and Paying Agency Agreement and the UNC-Chapel Hill Indentures (as defined in the Resolution) are on file with the Issuing and Paying Agent at its office at The Bank of New York Mellon Trust Company, N.A., 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256, Attention: Corporate Trust Division.

This note and all instruments securing the same are to be construed according to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Board of Governors of the University of North Carolina has caused this Master Bond to be signed on its behalf by its Board Representative by her manual, facsimile or electronic signature, all as of its date of issuance.

Board Representative

[

Countersigned for Authentication only:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Issuing and Paying Agent

By: _____
Authorized Agent

THIS BOND IS NOT VALID FOR ANY PURPOSE UNLESS COUNTERSIGNED BY THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS ISSUING AND PAYING AGENT.

Attachment 1

At the request of the registered owner, the Board shall promptly issue and deliver one or more separate Bond certificates evidencing each obligation evidenced by this Master Bond. As of the date any such Bond certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Bond.

=====

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto

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

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

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Bond, 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 the Board 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