

BOARD OF REGENTS
BRIEFING PAPER

**1. Agenda Item Title: Resolution to Authorize Revised Promissory
Note for the UNLV Medicine faculty practice plan start-up financing**

Meeting Date: June 8-9, 2017

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

At the March 2017 meeting, in preparation for the UNLV School of Medicine to become fully operational with its inaugural class July 2017 and the transition of faculty from University of Nevada, Reno clinical practice plan to the UNLV School of Medicine clinical faculty practice plan (UNLV Medicine) effective July 1, 2017, the Board approved a resolution authorizing the issuance of a promissory note in an amount up to \$19 million to fund start-up working capital needs in fiscal year 2017-18.

Through a competitive solicitation process, US Bank was selected to provide the financing; however, the bank requires the addition of a Credit Agreement which provides, among other things, conditions and limitations on advances of principal under the Note, provisions related to interest borne on the Note, and fees charged by the bank in connection with principal advances over time.

The structure of the financing plan has not changed and is consistent with the Board's approval at the March meeting; however, the proposed credit agreement and similar revised resolution require Board approval. NSHE's Bond Counsels have reviewed the proposed credit agreement and drafted a revised Resolution and associated documentation to include with the proposed credit agreement.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Len Jessup requests approval of a revision to the form of the Note for the UNLV School of Medicine clinical practice plan (UNLV Medicine) start up financing that was previously approved by the Board of Regents at its March 2017 meeting.

4. IMPETUS (WHY NOW?):

Completion of the financing now is needed to support the transition and start-up of the UNLV School of Medicine clinical faculty practice plan effective July 1, 2017.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Approval of this revised resolution will allow NSHE to accommodate the best responsible bidder's requirements and obtain the lowest cost financing.
- Other responders to the competitive solicitation also required similar credit agreements.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None noted.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

Because other responders to the competitive solicitation also required similar credit agreements, if this revised Resolution and proposed credit agreement are not approved, NSHE will need to utilize the 4th lowest cost financing option which has an estimated incremental cost of \$1,021,000.

8. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____
- Other:_____
- Fiscal Impact: Yes_____ No X____
Explain: No change to the previously approved financing plan.

RESOLUTION NO. _____

WHEREAS, pursuant to the Constitution and laws of the State of Nevada, including but not limited to chapter 396 of Nevada Revised Statutes (the "Project Act") and all laws supplemental thereto, the Board of Regents (the "Board") of the Nevada System of Higher Education ("NSHE") is authorized to issue an obligation to repay money in the form of a promissory note (the "Note") in the maximum principal amount up to \$19,000,000 to finance the costs of working capital and capital improvements at the University of Nevada, Las Vegas, including for the University of Nevada, Las Vegas School of Medicine practice plan, capitalized interest, if any, and the costs of issuance of the Note (the "Project"); and

WHEREAS, the Board authorized the Chancellor or the Vice Chancellor for Finance (the "Vice Chancellor for Finance") to arrange for the issuance and sale of the Note for the Project, including distributing and accepting bids for the purchase of the Note; and

WHEREAS, after distribution of notice inviting bids for the purchase of the Note, the Vice Chancellor for Finance, as the chief financial officer of NSHE or the Chancellor, as the chief administrative officer of NSHE, received and publicly opened bids for the Note to the best bidder therefor (the "Purchaser") and either of such officer is hereby authorized to accept a binding contract for the Note, the Note to bear interest at the rate or rates per annum, including a variable interest rate, provided in the Note and the Credit Agreement between NSHE and the Purchaser (the "Agreement") in substantially the form attached hereto as Exhibit A and Exhibit B, respectively, at a price consisting of the principal amount and accrued interest thereon from their date to the date of their delivery, as set forth in the Agreement and otherwise upon the terms and conditions herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION:

Section 1. The officers of the NSHE are hereby authorized to take all action necessary to effectuate the provisions of this resolution, including, without limitation, the Chancellor or the Vice Chancellor for Finance is authorized to sell the Note and sign a binding contract with the Purchaser for the purchase of the Note and sign the Agreement in substantially the form attached hereto as Exhibit B and negotiate the terms of the Note and the Agreement by the Chancellor or the Vice Chancellor for Finance with the Purchaser which terms shall not be materially inconsistent with the terms of the Note in the form attached hereto as Exhibit A and the Agreement in the form attached hereto as Exhibit B, in the judgment of the Chancellor or the Vice Chancellor for Finance, including any covenants to protect the owner of the Note and NSHE that the Chancellor or Vice Chancellor for Finance determines are necessary or desirable to obtain favorable terms for NSHE which covenants, if any, shall be set forth in the Note and the Agreement and any such determination made is conclusive absent fraud or abuse of discretion.

Section 2. The Note shall be issued payable in fully registered form, i.e., registered as to both principal and interest and shall be dated as of the date of delivery of the Note. The Note shall bear interest from its date until the maturity dates thereof (or, if redeemed prior to

maturity as provided below, the redemption dates) at the respective rates set forth in the Note and the Agreement, and payable on the dates and in the designated years as set forth in the Note and the Agreement commencing as set forth in the Note and the Agreement; provided that any Note which is reissued upon transfer, exchange or other replacement shall bear interest at the rate or rates set forth in the Note and the Agreement from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Note. The Note shall mature in the designated amounts of principal and designated years as set forth in the Note and the Agreement. The final principal payment under the Note shall be paid to the registered owner of the Note at the office of the registrar and paying agent for the Note designated in the Note (the "Paying Agent") on presentation and surrender of the Note at maturity or on call for redemption as provided below. Installments of maturing principal and interest on the Note shall be paid by check or draft mailed on or before each interest payment date (or if such date is not a business day, on the next succeeding business day) to the registered owner hereof at the address appearing on the registration records of NSHE maintained by the Paying Agent or by electronic funds transfer or such other means acceptable to the Purchaser and the Paying Agent. All such payments shall be made in lawful money of the United States of America.

Section 3. The Note, or portions thereof, maturing on and after the date specified therein and in the Agreement, shall be subject to redemption prior to their respective maturities, at the option of NSHE, at any time on and after the date specified in the Note and the Agreement, in whole or in part from any maturities selected by NSHE, at a price equal to the principal amount of the Note, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as provided in the Note and the Agreement. The Note may be transferred as set forth in the Note and the Agreement.

Section 4. The Board hereby authorizes the execution and delivery of the Note with manual or facsimile signatures of the Chairman, Chancellor, ex officio Treasurer, and the Chief of Staff and Special Counsel to the Board of Regents, ex officio Secretary to the Board, the execution and delivery of the Agreement by the Chancellor or the Vice Chancellor for Finance and such certificates as may be necessary to evidence the validity and enforceability of the Note, including the execution of closing certificates by the officers of the Board and the Chancellor, Vice Chancellor for Finance and Vice Chancellor for Legal Affairs.

Section 5. This resolution shall be effective on its passage and approval.

PASSED, ADOPTED AND APPROVED June ____, 2017.

NEVADA SYSTEM OF HIGHER EDUCATION

Chairman, Board of Regents

Attest:

Chief of Staff and Special Counsel to the Board of Regents

Exhibit A

(Attach form of Note)

45105877

Exhibit B

(Attach form of Credit Agreement between NSHE and the Purchaser)

45105877

TRANSFER OF THIS NOTE OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

NEVADA SYSTEM OF HIGHER EDUCATION
TAXABLE PROMISSORY NOTE
(UNIVERSITY OF NEVADA, LAS VEGAS)
SERIES 2017B

No. R-1

FINAL MATURITY DATE: first Business Day of July of 2023

MAXIMUM PRINCIPAL AMOUNT: \$19,000,000

INTEREST RATE: LIBOR Rate (as defined in the Agreement)

DATE OF DELIVERY: July 6, 2017

For value received, the Nevada System of Higher Education (the "*System*"), hereby promises to pay in installments as outlined below, from any sources legally available therefor to the order of U.S. Bank National Association (the "*Lender*"), or its registered assigns as shown on the registration panel appended hereto, the maximum aggregate principal amount of \$19,000,000, or such lesser amount as shall represent the aggregate principal amount advanced under this Note to the System pursuant to the terms and provisions of that certain Credit Agreement dated July 6, 2017, between the System and the Lender (the "*Agreement*"), together with interest on the unpaid principal of this Note from the date of delivery of this Note or the date of each Advance until the principal advanced under this Note is paid in full at the LIBOR Rate set forth in the Agreement. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Agreement. Subject to the terms of the Agreement, principal may be advanced under this Note by execution and delivery by the System to the Lender and U.S. Bank National Association, as registrar and paying agent for this Note (the "*Paying Agent*" or "*Registrar*"), of a Request for Advance in the form of Exhibit C to the Agreement. If an executed Request for Advance in the form of Exhibit C attached to the Agreement is delivered to the Lender and Registrar in accordance with the terms of the Agreement, the Registrar may assume that such principal amount will be advanced on the requested date unless the Registrar has been notified by the Lender in writing that the conditions to such Advance have not been satisfied and the Lender will not be making such Advance; provided that the obligation of the Lender to provide such notice shall be on a commercially reasonable basis and the Lender shall incur no liability for the failure to provide such notice. The amount of principal advanced under this Note pursuant to the terms and provisions of the Agreement may be noted on the schedule of principal advances appended to this Note by the Registrar or evidenced by an executed Request for Advance and the amount and date of each principal advance under this Note shall be maintained in the registration records by the Registrar whose records shall be conclusive evidence of the date and amount of each principal advance. Subject to the terms of the Agreement, principal may be advanced under this Note pursuant to the terms and provisions in the Agreement until Commitment Termination Date, or such earlier date specified in a written notice delivered to the Lender and the Paying Agent by the Chancellor, the Vice Chancellor for Finance or the Senior Vice President of Finance and Administration at the University of Nevada, Las Vegas (each, an "*Officer*")

that no further Advances will be made under the Agreement. The System shall pay principal in installments which shall be sufficient to fully pay the total principal amount advanced hereunder plus interest thereon until the Maturity Date in the amounts and on the dates set forth on Schedule I attached to the Agreement and made a part hereof, subject to adjustment as provided in this Note.

Interest shall be calculated on the basis of a 360-day year and actual days elapsed. Interest shall be payable in arrears on the first Business Day of January and July commencing on the first Business Day of January 2018, and the first Business Day of each January and July thereafter until the Maturity Date. The outstanding principal of this Note shall mature in installments of principal payable on the first Business Day of each January and July of each year commencing on the first Business Day of January of 2019 and ending on the first Business Day of July of 2023 at which time all unpaid principal plus accrued unpaid interest shall be due and payable. The installments of principal shall be due as set forth in the schedule attached hereto as Schedule I to the Agreement and made a part hereof; provided that on the Commitment Termination Date or such earlier date specified in a written notice delivered to the Lender by any Officer that no further Advances will be made under this Note, if the maximum principal amount of this Note has not been advanced as of such date, the principal payments due on each date set forth in Schedule I to the Agreement shall be reduced by a fraction the numerator of which is the amount of principal advanced under this Note and the denominator of which is the maximum principal amount of this Note, rounded to the nearest \$1,000.

The final principal payment under this Note shall be paid to the registered owner of this Note at the office of the Paying Agent on presentation and surrender of this Note at maturity or on call for prepayment as provided below. Installments of maturing principal and interest on this Note shall be paid by check or draft mailed or electronic funds transfer initiated on or before each interest payment date (or if such date is not a Business Day, on the next succeeding Business Day), to the registered owner hereof at the address appearing on the registration records of the System maintained by the Paying Agent or such other means acceptable to the Lender and the Paying Agent. Notwithstanding the foregoing, all payments of principal and interest on this Note to U.S. Bank National Association, may be made via wire transfer pursuant to instructions on file with the Paying Agent and without presentment or surrender of this Note except presentment or surrender shall be required upon final maturity or prepayment in whole of this Note. All such payments shall be made in lawful money of the United States of America.

The outstanding principal of this Note may be prepaid in whole or in part on the first Business Day of any month at the option of the System as directed by the Chancellor or the Vice Chancellor for Finance without premium or penalty on three (3) Business Days' written notice by first class mail postage prepaid or electronic notice to the registered owner hereof and the Paying Agent, subject to limitations, if any, set forth in the Agreement. On any date on which the System is prepaying all or any portion of the principal balance of this Note, interest accrued on such principal so prepaid to the date of prepayment shall also be paid. After the date of the prepayment of all or part of the principal hereof, interest on the portion of the principal so prepaid will cease to accrue. The amount of principal so prepaid may be noted on the prepayment panel appended to this Note and shall be maintained in the registration records by the Registrar.

Partial principal prepayments shall be applied to the principal due under this Note as directed by an Officer, including application to the most remote installment of principal due under this Note which may result in a shortened term for this Note. The written notice of the System to the registered owner and the Paying Agent set forth in the previous paragraph shall specify how such partial principal prepayment is to be applied and in the event that such notice does not include such specification, such partial prepayment shall be applied to the next succeeding principal installment payment set forth on Exhibit C hereto. Payments under this Note, other than prepayments, shall be applied in the order set forth herein.

The principal of and interest on this Note are payable only to the registered owner hereof at the address appearing on the registration records of the System maintained by the Paying Agent. This Note may be transferred on presentation by the registered owner to the Paying Agent, together with evidence of transfer satisfactory to the Paying Agent and Registrar, and such transfer shall be noted in the registration records of the System maintained by the Registrar and may be similarly noted on the registration panel hereof and no such transfer shall be effective until the registered owner shall have provided such satisfactory evidence of transfer to the Paying Agent and Registrar. This Note may be transferred if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the Registrar by such transferor and (ii) such purchaser shall have delivered to the Registrar and the transferor a letter of representations in the form attached as Exhibit A to this Note executed by a duly authorized officer of such purchaser. The Paying Agent shall not be required to transfer ownership of this Note within 30 days of any date on which any portion of the principal hereof is to be prepaid. The System, the Registrar and the Paying Agent shall be entitled to treat the registered owner of this Note as noted in the registration records maintained by the Registrar as the absolute owner hereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Paying Agent shall transmit payments to the registered owner hereof as shown on the registration records of the System maintained by the Registrar.

This Note is issued by the System pursuant to authorization by the Board of Regents of the System (the "*Board*") to finance the costs of working capital and capital improvements at the University of Nevada, Las Vegas, including for the University of Nevada, Las Vegas School of Medicine practice plan, capitalized interest, if any, and the costs of issuance of the Note (the "*Project*"). The Note is payable from any monies of the System legally available for the purpose of making such payment, and the System hereby covenants to make sufficient provision annually in its budget to pay the principal of and interest on this Note when due. The Note does not constitute a debt or indebtedness of the State of Nevada or a charge against the State's credit or taxing power. Repayment of this Note is not subject to annual appropriation by the System.

The provisions of the Agreement with respect to Events of Default, the Default Rate, prepayments, assignment, transfers and related provisions shall be as set forth in the Agreement.

Payments made on this Note shall be applied in the following order of priority: (i) to pay any reasonable expenses incurred in collecting amounts due under or in enforcing the provisions of this Note, (ii) to pay interest in arrears or then due, and (iii) to pay the installments of principal in

arrears or then due. If any principal payment is not made when due, interest shall continue on the unpaid installment of principal until it is paid.

This Note shall be governed by the laws of the State of Nevada.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the System.

Except as otherwise may be provided in this Note, all notices, requests, requisitions or other communications pursuant to this Note shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery, facsimile transmission or when mailed by first class mail, and either delivered or addressed as follows:

If to the Officers at: University of Nevada, Las Vegas
Box 451004
4505 S. Maryland Parkway
Las Vegas, Nevada 89154
Attention: Senior Vice President for Finance
And Administration
E-mail: Gerry.bomotti@unlv.edu

And

Nevada System of Higher Education
2601 Enterprise Road
Reno, Nevada 89512
Attention: Vice Chancellor for Finance
E-mail: vic_redding@nshe.nevada.edu

If to the Paying Agent at: U.S. Bank National Association
Global Corporate Trust Services
U.S. Bank Center, LM-AZ-X16P
101 North First Ave., Suite 1600
Phoenix, AZ 85003
E-mail: keith.henselen@usbank.com

If to the Lender, at: U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, CA 90071
Attention: John McGrath
E-mail: john.mcgrath@usbank.com

With respect to a request for an Advance:

U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, CA 90071
Attention: John McGrath
E-mail: john.mcgrath@usbank.com

Any of the foregoing persons may, by notice given hereunder to each of the other persons, designate any further or different addresses, including email addresses, or facsimile telephone numbers to which subsequent notices, requests or other communications shall be sent.

IN WITNESS WHEREOF, the Nevada System of Higher Education has caused this Note to be signed and executed by the manual or facsimile signature of the Chairman of its Board of Regents, to be countersigned by the manual or facsimile signature of the Chancellor, ex-officio Treasurer of the System and to be signed and attested by the manual or facsimile signature of the Chief Executive Officer of the Board, ex officio Secretary, all as of the date of this Note appearing above.

NEVADA SYSTEM HIGHER EDUCATION

Chairman, Board of Regents

Countersigned:

Chancellor, ex-officio Treasurer

(SEAL)

Attest:

Chief of Staff and Special Counsel to the
Board of Regents, ex officio Secretary, Board of Regents

PROVISION FOR REGISTRATION AS TO PRINCIPAL AND INTEREST

This Note must be registered as to both principal and interest on the registration records of the System, kept by U.S. Bank National Association, as registrar and paying agent (the "Registrar"). After registration as to both principal and interest, the Registrar shall note such registration on such registration records and may not such amounts in the registration blank below, and the principal and interest on this Note shall be paid to such registered owner. This Note may be transferred by the registered owner or such registered owner's legal representative only upon a duly executed assignment in form satisfactory to the Registrar and a duly executed letter of representations in the form attached to this Note as Exhibit A, such transfer to be made on the registration records and endorsed hereon. The System, the Registrar and the Paying Agent shall be entitled to treat the registered owner of this Note as noted in the registration records maintained by the Registrar as the absolute owner hereof for all purposes of this Note and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Paying Agent shall transmit payments to the registered owner hereof as shown on the registration records of the System maintained by the Registrar.

Every privilege, registration, and transfer, shall be exercised only in accordance with the authorizing resolution and such reasonable rules and regulations as the Registrar may prescribe.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

The within and foregoing Note No. R-1 is hereby sold, assigned, transferred and set over, without recourse, unto _____, or order, subject to the terms and conditions of said Note.

Dated this _____, _____.

Owner

Signature Guaranteed:

PREPAYMENT PANEL

Principal of this Note has been prepaid on the dates indicated below:

<u>Date of Prepayment</u>	<u>Amount Prepaid</u>	<u>Signature of Paying Agent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. We have authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the purchase of the Note.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date hereof, and is able to bear the economic risks of such purchase.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The undersigned has made its own inquiry and analysis with respect to the System, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the System, to which a reasonable purchaser would attach significance in making purchase decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the System, the Note and the security therefor, so that as a reasonable purchaser, it has been able to make its decision to purchase the Note.

9. The Note is being acquired by the Purchaser for purchase for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Note, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that the Purchaser reasonably believes to be a qualified institutional buyer and a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than

\$5,000,000,000 as of the date of such sale, transfer or distribution who executes an letter of representations substantially in the form of this letter.

Very truly yours,

_____, AS PURCHASER

By: _____

Name: _____

Title: _____

CREDIT AGREEMENT
DATED AS OF JULY 6, 2017
BETWEEN
NEVADA SYSTEM OF HIGHER EDUCATION
and
U.S. BANK NATIONAL ASSOCIATION

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SCHEDULE:

I- LOAN REPAYMENT SCHEDULEI-1

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CREDIT AGREEMENT

This CREDIT AGREEMENT (this “Agreement”) is dated as of July 6, 2017, between the NEVADA SYSTEM OF HIGHER EDUCATION, a body corporate and politic organized under the laws of Nevada and with an address of 2601 Enterprise Road, Reno, Nevada 89512 (including its successors and assigns, the “Borrower”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association with an address of 633 West Fifth Street, 25th Floor, Los Angeles, CA 90071 (including its successors and assigns, the “Lender”).

RECITALS

WHEREAS, the Borrower has requested that the Lender provide a taxable non-revolving term loan in an amount up to Nineteen Million Dollars (\$19,000,000) (the “Loan”) to finance the costs of working capital and capital improvements at the University of Nevada, Las Vegas, including for the University of Nevada, Las Vegas School of Medicine practice plan, capitalized interest, if any, and (b) to pay the Transaction Costs (as defined herein); and

WHEREAS, the Lender is willing to provide the requested Loan to the Borrower on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Any capitalized term used herein (including in the Preamble, recitals, exhibits and schedules hereto) shall have the meaning ascribed to such term in this Section 1.1.

“Advance” means the advancement of funds by the Lender to the Borrower hereunder pursuant to a Request for Advance.

“Affiliate” means any other Person directly or indirectly controlling, controlled by or under common control with such Person, or possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, including, without limitation, such Person’s Subsidiaries.

“Agreement” is defined in the Preamble hereto and shall include all amendments, supplements or modifications from time to time.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower from time to time concerning or relating to bribery or corruption.

“Bankruptcy Code” means Title 11 of the United States Code, as now and hereafter in effect.

“Base Rate” means, for any day, a rate per annum equal to the highest of (i) the Prime Rate plus 2.00%, (ii) the Monthly Reset LIBOR Rate plus 2.00%, or (iii) five percent (5.00%).

“Board of Governors” means the Board of Governors of the United States Federal Reserve Borrower, or any successor thereto.

“Borrower” means the Nevada System of Higher Education, a body corporate and politic, and any permitted successor or assign thereof hereunder.

“Business Day” means a day (other than a Saturday or Sunday or legal holiday) on which banks generally are open in New York City, New York or Reno, Nevada or the states where the principal corporate office of the Borrower or the principal corporate trust office of the Paying Agent is located and are not authorized by law to close for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

“Certificates of Participation” means the Borrower’s Certificates of Participation, Series 2014, originally issued in the aggregate principal amount of \$34,220,000 pursuant to that certain Indenture of Trust dated as of August 1, 2014 between Borrower and U.S. Bank National Association, as trustee, as well as any other Indebtedness of the Borrower payable from the same source of funds.

“Closing Date” means the first date on which all of the conditions precedent in Section 3.1 hereof are satisfied or waived.

“Commitment Amount” means the obligation of the Lender to make Advances hereunder in an aggregate principal not to exceed Nineteen Million Dollars (\$19,000,000), as the same may be reduced or modified at any time or from time to time pursuant to the terms hereof.

“Commitment Termination Date” means the earliest to occur of (a) June 30, 2018, (b) the date that Advances in the aggregate principal amount of the Commitment Amount have been advanced by the Lender, and (c) the occurrence of an Event of Default.

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

“Date of Advance” has the meaning set forth in Section 2.1(c) hereof.

“Default” means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

“Default Rate” means a fluctuating interest rate per annum (computed on the basis of a 360 day year for the actual number of days elapsed), which shall at all times be equal to the sum of the Base Rate plus four hundred basis points (4.0%) at the time of such Event of Default; provided, however, that such Default Rate but shall in no event exceed the Maximum Interest Rate.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act and all regulations, guidelines and directions in connection therewith, as the same may be amended from time to time.

“Dollar” and the sign “\$” mean the lawful money of the United States of America.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“Event of Default” means each of the conditions or events set forth in Section 6.1 hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

“Exhibit” refers to an exhibit to this Agreement, unless another document is specifically referenced.

“Federal Register” means the official journal of the federal government of the United States.

“Fiscal Year” for any Person means any consecutive 12-month period selected as such Person’s Fiscal Year.

“Fitch” means Fitch Ratings, Inc., and any successor rating agency.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervisory Practices or any successor or similar authority to any of the foregoing).

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Indebtedness” of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all Indebtedness of others secured by a lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, (f) all guarantees by such Person of Indebtedness of other Persons and (g) all obligations of such Person under any swap contract.

“Initial Advance” means the Advance made on the Closing Date.

“Interest Payment Date” means with respect to the Note the first Business Day of each January and July, commencing the first Business Day of the January, 2018.

“Interest Period” means the period from the first Business Day of each January and July to (but excluding) the first Business Day of the next January or July.

“Knowledge” or “Knowledge of the Borrower” or phrases of similar import as used in the Loan Documents mean the actual knowledge of each of the officers and directors the Borrower, after having performed inquiries, investigations or other due diligence into such relevant matters, each of whom shall have no personal liability for any breach of any representation or warranty in the Loan Documents.

“Laws” means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, guidance, guidelines, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, governmental agreements and governmental restrictions, whether now or hereafter in effect.

“LIBOR Rate” means the Monthly Reset LIBOR Rate plus 0.54%.

“LIBOR Reprice Date” means the first Business Day of each calendar month.

“Lien” means any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing.

“Loan” has the meaning assigned to that term in the recitals of this Agreement.

“Loan Documents” means any of this Agreement, the Note and the Resolution executed and delivered by the Borrower for the benefit of the Lender in connection herewith.

“Margin Stock” as defined in Regulation U of the Board of Governors as in effect from time to time.

“Material Adverse Effect” means a material adverse effect on (a) the business, Property, liabilities (actual and contingent), operations or financial condition, results of operations, or financial prospects of the Borrower, (b) the ability of the Borrower to perform its obligations under the Loan Documents to which it is a party, or (c) the validity or enforceability of (i) any of the Loan Documents or (ii) the rights or remedies of the Lender under the Loan Documents.

“Maturity Date” initially means the first Business Day of July, 2023, or such later date as agreed to in writing by the Lender in its sole and absolute discretion.

“Maximum Interest Rate” means twelve percent (12.0%) per annum.

“Monthly Reset LIBOR Rate” means the greater of (a) zero percent (0.0%) and (b) the one-month LIBOR rate quoted by the Lender from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect two New York Banking Days prior to the LIBOR Reprice Date, such rate rounded up to the nearest one-sixteenth percent and such rate to be reset monthly on each LIBOR Reprice Date. If the Closing Date occurs other than on a LIBOR Reprice Date, the initial one-month LIBOR rate shall be that one-month LIBOR rate in effect two New York Banking Days prior to the Closing Date, which rate shall be in effect until the next LIBOR Reprice Date.

“Moody’s” means Moody’s Investors Service, Inc. and any successor rating agency.

“New York Banking Day” means any day (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York.

“Note” means, the Note substantially in the form attached hereto as Exhibit A, and any amendments or substitution thereto.

“Obligations” means all unpaid principal of and accrued and unpaid interest on the Loan, all accrued and unpaid fees, and all expenses, reimbursements, indemnities and other obligations of the Borrower to the Lender or any indemnified party arising under the Loan Documents (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

“Participant” means a bank which has purchased a participation from the Lender pursuant to a Participation Agreement.

“Participation Agreement” means any agreement entered into among the Lender and one or more other banks purchasing participations and named therein, pursuant to which such other bank or banks shall purchase from the Lender a participation or participations in this Agreement and the Note.

“PATRIOT Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“Paying Agent” means U.S. Bank National Association, as paying agent of the Borrower under the Note.

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Prime Rate” means on any day, the rate of interest per annum then most recently established by the Bank as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person, including, but not limited to, any Intellectual Property.

“Regulation D” means Regulation D of the Board of Governors, as in effect from time to time.

“Regulation T” means Regulation T of the Board of Governors, as in effect from time to time.

“Regulation U” means Regulation U of the Board of Governors, as in effect from time to time.

“Regulation X” means Regulation X of the Board of Governors, as in effect from time to time.

“Request for Advance” means the notice provided under the Section 2.1(c) a form of which is attached as Exhibit C hereto.

“Resolution” means the resolution of the Borrower approving this Agreement and the other Loan Documents.

“Same Day Funds” means with respect to disbursements and payments in Dollars, immediately available funds.

“Sanctioned Country” means, at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

“Sanctioned Person” means, at any time, (a) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

“S&P” means S&P Global Ratings, and any successor rating agency

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“State” means the State of Nevada.

“Subsidiary” means (a) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (b) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“Taxes” means any and all present or future taxes, duties, levies, imposts, deductions, fees, assessments, charges or withholdings, and any and all liabilities with respect to the foregoing, including interest, additions to tax and penalties applicable thereto.

“Transaction Costs” means the fees, costs and expenses payable by the Borrower on or before the Closing Date in connection with the transactions contemplated by the Loan Documents, including, but limited to, the fees of counsel to the Lender and the fees of Borrower’s counsel.

1.2 Interpretation. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Section, Appendix, Schedule or Exhibit shall be to a Section, an Appendix, a Schedule or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The terms lease and license shall include sub-lease and sub-license, as applicable.

1.3 Certifications. Any certificate or other writing required hereunder or under any other Loan Document to be certified by any officer or other authorized representative of any Person shall be deemed to be executed and delivered by such officer or other authorized

representative solely in such individual's capacity as an officer or other authorized representative of such Person and not in such officer's or other authorized representative's individual capacity.

SECTION 2. THE LOAN

2.1 Advance. Subject to the terms and conditions of this Agreement, from and after the Closing Date the Lender hereby agrees to advance to the Borrower from time to time on a non-revolving basis up to an amount of Nineteen Million Dollars (\$19,000,000). The Lender may book or transfer the Loan at, to, or for the account of any of its branch offices or the office of an Affiliate of the Lender.

(a) Initial Advance. Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, the Lender shall make the Initial Advance on the Closing Date to the Borrower; *provided* that the principal amount of the Initial Advance shall be not less than \$50,000, and shall not exceed the Commitment Amount.

(b) Additional Advances. Prior to the Commitment Termination Date and upon the satisfaction of the conditions precedent set forth in Section 3 of this Agreement, the Lender shall make one or more Advances to the Paying Agent on behalf of the Borrower, each of which shall be in an amount no less than \$50,000; *provided* that the aggregate principal amount of Advances shall not exceed the Commitment Amount. The Borrower acknowledges that the Lender shall not be obligated to make Advances except in accordance with the provisions of this Agreement. The Lender agrees, by its acceptance of the Note, that Advances shall be made in the manner and upon the terms and conditions set forth in this Agreement. The Borrower shall not use any Advance for any payment which is not permitted by the Resolution or this Agreement.

(c) Requests for Advance. The Borrower shall give written notice to the Lender in the form of a Request for Advance no later 11:00 a.m. Pacific time on a Business Day which is not less than five (5) Business Days prior to the Business Day the related Advance is to be made (a "Date of Advance"). If the Lender receives a Request for Advance at or after 11:00 a.m. Pacific time on any Business Day, such Request for Advance shall be deemed to have been received on the following Business Day. Requests for Advances shall be delivered to the Lender via e-mail or facsimile at the e-mail address or facsimile number set forth in Section 7.1 for receipt of Requests for Advances.

2.2 Use of Proceeds. The proceeds of the Loan shall be applied by or on behalf of the Borrower to finance the costs of working capital and capital improvements at the University of Nevada, Las Vegas, including for the University of Nevada, Las Vegas School of Medicine practice plan, capitalized interest, if any, and to pay Transaction Costs. No portion of the proceeds of the Loan shall be used in any manner that causes or might cause the Loan or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors or any other regulation thereof or to violate the Exchange Act.

2.3 Note. On or before the Closing Date, the Borrower shall execute and deliver the Note. The Note shall evidence the Borrower's unconditional obligation to repay to the Lender the Loan with interest as herein provided. The Note shall be in substantially the form set forth in Exhibit A hereto.

2.4 Interest on and Repayment of Loan.

(a) Interest on the Note. Except as otherwise set forth herein, the Note shall bear interest on the unpaid principal amount thereof from the date made through repayment at a rate per annum equal to the LIBOR Rate. The LIBOR Rate shall be reset each Interest Period based on the Monthly Reset LIBOR Rate in effect two (2) New York Banking Days prior to the Interest Payment Date. The Borrower shall pay interest on the Note on each Interest Payment Date or on the Maturity Date, whichever is earlier, on the unpaid principal amount of the Note. The Lender's internal records of applicable interest rates shall be determinative in the absence of manifest error. Lender shall provide notice of the LIBOR Rate no later than the LIBOR Reprice Date to the Borrower and Paying Agent at the email addresses for each such party set forth in Section 7.1 hereof.

(b) Principal on Note. Principal on the Note shall be paid in accordance with the schedule of payments set forth in Schedule I hereto. To the extent not paid prior to the Maturity Date, all principal due and owing under the Note shall be paid on the Maturity Date.

2.5 Maturity Date. Unless otherwise extended by the Lender in writing in its sole absolute discretion, the Note shall mature on the Maturity Date.

2.6 Default Interest. Upon the occurrence and during the continuance of an Event of Default, the principal amount and any interest payments on the Note or any fees or other amounts owed hereunder not paid on the due date thereof, in each case whether at stated maturity or by notice of prepayment, shall bear interest (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) from the date of such Event of Default, payable on demand on the unpaid principal balance of the Note at the Default Rate.

2.7 Late Payment Charge. In the event that any required payment of principal and/or interest hereunder is not made within 10 days after the due date thereof, Borrower shall pay to Lender a late payment charge equal to five percent (5.0%) of the amount of the overdue payment, for the purpose of reimbursing Lender for a portion of the expense incident to handling the overdue payment.

2.8 Prepayment of the Note. The Borrower may prepay any portion of the Note only on an Interest Payment Date and only after providing the Lender with at least three (3) Business Days' notice of the expected termination or reduction date and by paying all Obligations due and owing hereunder and under the Note.

2.9 General Provisions Regarding Payments.

(a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made, in Same Day Funds without defense, setoff or counterclaim, free of any restriction or condition, and delivered to the Lender not later than 11:00 am (California time) on the date due at the Payment Office; for purposes of computing interest and fees, funds received by the Lender after that time on such due date shall be deemed to have been paid by the Borrower on the next succeeding Business Day.

(b) All payments in respect of the principal amount of the Note shall include payment of accrued interest on the principal amount being repaid or prepaid, and all such payments shall be applied to the payment of interest then due and payable before application to principal and any late charges due hereunder.

(c) Subject to the provisions set forth in the definition of “Interest Period”, whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of fees, if any, hereunder.

2.10 Maximum Interest Rate. Notwithstanding anything to the contrary contained in this Agreement, the Borrower shall not be obligated to pay, and neither the Lender shall be entitled to charge, collect, receive, reserve, or take, interest (it being understood that “interest” shall be calculated as the aggregate of all charges which constitute interest under applicable law that are contracted for, charged, reserved, received, or paid) in excess of the Maximum Interest Rate. During any period of time in which the interest rates specified herein exceed the Maximum Interest Rate, interest shall accrue and be payable at such maximum rate; provided that, if the interest rates decline below the Maximum Interest Rate, interest shall continue to accrue and be payable at the Maximum Interest Rate (so long as there remains any unpaid principal) until the interest that has been paid equals the amount of interest that would have been paid if interest had at all times accrued and been payable at the applicable interest rates specified in this Agreement.

(a) If, for any reason, the Lender receives anything of value as interest or anything deemed interest by applicable law under this Agreement or any of the other Loan Documents or otherwise that results in the Lender’s receiving interest in an amount in excess of the Maximum Interest Rate, the amount of such excess shall be applied to the reduction of the Obligation or on account of any other portion of the Note and not to the payment of interest. If the amount of such excess exceeds the aggregate amount of the Obligation, such amount shall be refunded to the Borrower.

(b) In determining whether or not the interest paid or payable exceeds the Maximum Interest Rate, the Borrower and the Lender shall, to the maximum extent permitted by applicable law: (i) characterize any non-principal payment as an expense, fee, or premium rather than as interest; (ii) exclude voluntary prepayments and the effects thereof; (iii) amortize, prorate, allocate, and spread the total amount of interest throughout the actual term of such indebtedness so that it does not exceed the maximum amount permitted by applicable law; or (iv) allocate interest between portions of such indebtedness so that, to the greatest extent possible, no such portion shall bear interest at a rate greater than the Maximum Interest Rate.

(c) For purposes of this Section 2.10, the term “applicable law” means the laws of the State.

SECTION 3. CONDITIONS PRECEDENT

3.1 Closing Date. The obligation of the Lender to execute this Agreement is subject to the satisfaction, or waiver, of the following conditions on or before the Closing Date, each to the satisfaction of the Lender in its sole discretion and, as to any agreement, document or instrument specified below, each in form and substance satisfactory to the Lender:

- (a) This Agreement executed by the Borrower.
- (b) The Note executed by the Borrower.
- (c) A Certificate of the Chancellor or Vice Chancellor for Finance of the Borrower certifying (i) the names and signatures of the persons authorized to sign, on behalf of the Borrower, the Loan Documents and to submit Requests for Advance hereunder; (ii) that there has been no event or circumstance since June 30, 2016, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (iii) that the representations and warranties contained in Section 4 hereof and the other Loan Documents are true and correct in all material respects on the Effective Date and (iv) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default.
- (d) A written opinion of the Borrower's counsel, addressed to the Lender and otherwise in form and substance satisfactory to the Lender.
- (e) A certified copy of the Resolution.
- (f) No action, suit, investigation or proceeding is pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or Governmental Authority that would reasonably be expected to result in a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of the Loan.
- (g) The Borrower shall pay all Transactions Costs, including the costs of Nixon Peabody, LLP, counsel to the Lender, in an amount not to exceed \$15,000.
- (h) Evidence that the Lender has been awarded the contract for "Commercial Banking Services" under RFP 691-BC.

3.2 Conditions Precedent to Additional Advances. The obligation of the Lender to make an Advance (other than the Initial Advance) is subject to the satisfaction of the following conditions precedent on the Date of Advance:

- (a) the representations and warranties of the Borrower set forth in Section 4 of this Agreement shall be true and correct in all material respects on such Date of Advance (except to the extent any such representation or warranty expressly relates to an earlier date);
- (b) no Default or Event of Default shall have occurred and be continuing on such Date of Advance;

(c) the Commitment Termination Date has not occurred; and

(d) the Borrower shall have delivered to the Lender and the Paying Agent the Request for Advance attached hereto as Exhibit C.

The Lender will use commercially reasonable efforts to promptly provide written notice to the Paying Agent and the Borrower in the event that the Lender does not honor a Request for Advance for any reason; *provided* that the Lender shall incur no liability for the failure to provide such notice.

SECTION 4. REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement and to advance the Loan hereunder, the Borrower represents and warrants to the Lender, on the Closing Date that the following statements are true and correct:

4.1 Existence and Power. The Borrower is a body corporate and politic duly organized, validly existing and in good standing under the laws of the State and has the power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

4.2 Authorization and Validity. The Borrower has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by the Borrower of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper corporate proceedings, and the Loan Documents to which the Borrower is a party constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

4.3 No Conflict; Government Consent. Neither the execution and delivery by the Borrower of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower, or (ii) the provisions of any indenture, instrument or agreement to which the Borrower is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of the Borrower pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the Borrower, is required to be obtained by the Borrower in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and

performance by the Borrower of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

4.4 Financial Statements. The most recently released audited consolidated financial statements of the Borrower heretofore delivered to the Lender were prepared in accordance with GAAP in effect on the date such statements were prepared and fairly present the consolidated financial condition and operations of the Borrower at such date and the consolidated results of its operations for the period then ended.

4.5 Material Adverse Effect. Since the date of the Borrower's most recently released audited financial statements, currently as of June 30, 2016, no change in the business, assets, liabilities, financial condition, results of operations or business prospects of the Borrower has occurred, and no event has occurred or failed to occur, that has had or might have, either alone or in conjunction with all other such changes, events and failures, a Material Adverse Effect on (i) the Borrower taken as a whole or (ii) any Loan Document. Such an adverse change may have occurred, and such an event may have occurred or failed to occur, at any particular time notwithstanding the fact that at such time no Default shall have occurred and be continuing.

4.6 Taxes. The Borrower has filed all United States federal and state income Tax returns and all other material Tax returns which are required to be filed by them and have paid all United States federal and state income Taxes and all other material Taxes due from the Borrower, including, without limitation, pursuant to any assessment received by the Borrower, except such Taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with GAAP and as to which Taxes no Lien exists. No Tax Liens have been filed and no claims are being asserted with respect to any such Taxes. The charges, accruals and reserves on the books of the Borrower in respect of any Taxes or other governmental charges are adequate.

4.7 Litigation and Contingent Obligations. There is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of the Loan. Other than any liability incident to any litigation, arbitration or proceeding which could not reasonably be expected to have a Material Adverse Effect, the Borrower has no material contingent liabilities not provided for or disclosed in the financial statements referred to in Section 4.4.

4.8 Pending Legislation and Decisions. Other than AJR 5 of the 2017 legislative session of the State of Nevada, there is no amendment, or to the knowledge of the Borrower, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the issuance of the Note, the security for the Note, the creation, organization, or existence of the Borrower or the titles to office of any officers executing this Agreement or any Loan Documents or the Borrower's ability to repay when due its obligations under this Agreement or the Note.

4.9 ERISA. The Borrower is not subject to ERISA.

4.10 Accuracy of Information. No information, exhibit or report furnished by the Borrower to the Lender in connection with the negotiation of, or compliance with, the Loan Documents contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

4.11 Material Agreements. The Borrower is not a party to any agreement or instrument or subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect.

4.12 Compliance With Laws. The Borrower is in compliance in all material respects with all Laws of any Governmental Authority having jurisdiction over the conduct of its businesses or the ownership of its Property.

4.13 Investment Company Act. The Borrower is not an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

4.14 Insurance. The Borrower maintains insurance in compliance with Section 5.13.

4.15 Anti-Corruption Laws; Sanctions. The Borrower and to the knowledge of the Borrower, its officers, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. The Borrower has implemented and maintains in effect for itself policies and procedures to ensure compliance by the Borrower, with Anti-Corruption Laws and applicable Sanctions. None of the Borrower, or, to the knowledge of the Borrower, its officers is an individual or entity that is, or is 50% or more owned (individually or in the aggregate, directly or indirectly) or controlled by individuals or entities (including any agency, political subdivision or instrumentality of any government) that are (i) the target of any Sanctions or (ii) located, organized or resident in a country or territory that is, or whose government is a Sanctioned Person.

4.16 Force Majeure. Since the date of the most recent financial statement referred to in Section 4.4, the business, properties and other assets of the Borrower has not been affected in any way as the result of any fire or other casualty, strike, lockout, or other labor trouble, embargo, sabotage, confiscation, condemnation, riot, civil disturbance, activity of armed forces or act of God, in any case which could reasonably be expected to have a Material Adverse Effect.

4.17 Licenses. The Borrower is duly authorized and licensed to operate their existing Properties under the laws, rulings, regulations and ordinances of all applicable Governmental Authorities. Each Property of the Borrower is in compliance in all material respects with applicable federal, State and local zoning, subdivision, environmental, pollution control and other Laws.

4.18 No Event of Default. No event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default.

4.19 Usury. The Note does not provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

4.20 No Immunity. Except as provided in Section 5.15 hereof, under existing law, the Borrower is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon the Note and the other transactions contemplated by the Note, including the payment of the principal of and interest on the Note.

SECTION 5. COVENANTS

The Borrower covenants and agrees, until the full and final payment and satisfaction of all of the principal of and interest on the Note and all amounts due and payable hereunder, except in any instance in which the Lender specially agrees in writing to any performance or noncompliance, that:

5.1 Payment Obligations.

(a) The Borrower hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Lender hereunder and under the Note and to pay any Obligations owing hereunder and under the Note to the Lender whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided herein and in the Note.

(b) The Borrower shall pay or cause to be paid to the Lender the outstanding principal amount of the Note on the payment dates set forth in Schedule I hereto with the final such payment date on the Maturity Date. Interest is to be calculated on the basis of a 360-day year and actual days elapsed.

5.2 Notices and Reporting Requirements. For so long as any Obligations hereunder are due and owing to the Lender, the Borrower shall provide the following information to the Lender:

(a) as soon as available, and in any event within two hundred ten (210) days after the close of each fiscal year of the Borrower, a copy of the audited consolidated financial statements of the Borrower as of the close of such fiscal year and accompanying notes thereto, all prepared in accordance with GAAP;

(b) promptly after knowledge thereof shall have come to the attention of any responsible officer of the Borrower and in any event within fifteen (15) days after the occurrence of each Default or Event of Default that is continuing, written notice (i) of the occurrence of any Default or Event of Default hereunder and (ii) of any fact, event or circumstance, to the extent of which, individually or in aggregate, could have a Material Adverse Effect, describing the event and the Borrower's proposed response thereto; and

(c) such other information respecting the business, properties, condition or operations, financial or otherwise, of the Borrower as the Lender may from time to time reasonably request.

Concurrently with the delivery of the financial statements referred to in Section 5.2(a), the Borrower shall furnish to the Lender a duly completed Compliance Certificate, in the form set forth on Exhibit B hereto or in such other form and substance reasonably acceptable to Lender.

5.3 Further Assurances. The Borrower shall, upon the request of the Lender, from time to time, execute and deliver and, if necessary, file, register and record such further documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of the Loan Documents. In addition, at any time, and from time to time, upon request by the Lender or the Paying Agent, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the reasonable opinion of the Lender or the Paying Agent, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender or the Paying Agent, as the case may be.

5.4 Compliance with Laws. The Borrower will (i) comply in all material respects with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, Anti-Corruption Laws and applicable Sanctions and (ii) perform in all material respects its obligations under material agreements to which it is a party. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its officers with Anti-Corruption Laws and applicable Sanctions. The Borrower will not use or allow any tenants or subtenants to use, or allow any tenants or subtenants to use, its Property for any business activity that violates any federal or state law or that supports a business that violates any federal or state law. The Borrower shall take all action and obtain all consents and Governmental Approvals (including, without limitation, any accreditation body) required so that its obligations under the Loan Documents will at all times be legal, valid and binding and enforceable in accordance with their respective terms.

5.5 Incorporation of and Compliance with Covenants. All covenants of the Borrower contained within the Loan Documents on the Closing Date other than this Agreement (as subsequently amended, if the Lender has given its prior written consent to such amendment) are hereby incorporated herein by this reference as if fully set forth at this point and are made for the benefit of the Lender. The Borrower shall comply with such covenants without taking into account any amendment thereto or waiver thereof or consent to the departure therefrom unless such amendment, consent or waiver is consented to in writing by the Lender.

5.6 No Impairment. The Borrower will neither take any action, nor cause the Paying Agent to take any action, under the Note or any other Loan Document which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Loan Document or which could reasonably be expected to result in a Material Adverse Effect.

5.7 Note. The Borrower shall not modify, amend or consent to any modification, amendment or waiver in any material respect of the Note without the prior written consent of the Lender.

5.8 Books and Records. The Borrower will prepare, or have prepared, audited financial statements of the Borrower in accordance with GAAP.

5.9 Taxes. The Borrower will timely file complete and correct United States federal and applicable foreign, state and local tax returns required by law and pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings, with respect to which adequate reserves have been set aside in accordance with GAAP.

5.10 Payment of Obligations. The Borrower shall pay its obligations that, if not paid, would reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (b) the Borrower has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

5.11 Budget. To the fullest extent permitted and/or required by State law, the Borrower shall cause the appropriate Borrower official(s) to take any and all ministerial actions that may be necessary to facilitate the payment of the principal of and interest on the Note and any other amounts payable hereunder when due and to include the principal of and interest on the Note and any other amounts payable hereunder in the annual budget of the Borrower.

5.12 Corporate Existence, Accreditation. The Borrower (a) shall maintain its existence pursuant to its authorizing legislation and the laws of the State and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity.

5.13 Insurance. The Borrower shall maintain insurance, which may include self-insurance, with financially sound and reputable insurance companies against at least such risks and in at least such amounts as are customarily maintained by similar businesses and as may be required by applicable law and as are required by any Loan Document (including insuring its assets against loss by fire, explosion, theft and other risks and casualties as are customarily insured against by companies engaged in the same or a similar business, insuring it against liability for personal injury and property damages relating to its assets, such policies to be in such amounts and covering such risks as are usually insured against by companies engaged in the same or a similar business, and insuring such other matters as may from time to time be reasonably requested by the Lender, and insuring it against business interruption in such amounts as the Lender shall reasonably deem appropriate).

5.14 Use of Proceeds.

(a) The Borrower will not use any of the proceeds of the Advances to purchase or carry any “margin stock” (as defined in Regulation U).

(b) The Borrower will not request any Loan, and will not use, and the Borrower will ensure that its officers shall not use, the proceeds of any Loan in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws. The Borrower will not, directly or indirectly, use the proceeds of the Loan or, or lend, contribute or otherwise make available such proceeds to any Affiliate, joint venture partner or other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loan, whether as underwriter, advisor, investor, or otherwise).

5.15 Immunity from Jurisdiction. Except for causes of action against the Borrower which sound in tort, the Borrower hereby waives its sovereign immunity and consents to be sued on its contractual obligations under the Note and all contractual claims with respect thereto, and irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and monetary assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of monetary assets, (iv) execution or enforcement in any suit, action or proceeding relating to the Note in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in the Note and no such immunity (whether or not claimed) may be attributed to the Borrower. This waiver shall not be interpreted as a consent by the Borrower to a suit in any jurisdiction other than Nevada. It is the intent of the Lender to execute any judgment on legally available funds of the Borrower excluding assets that would materially impair the ability of the Borrower to maintain essential services including law enforcement, health care and life safety of Borrower students, employees and visitors.

5.16 Federal Reserve Board Regulations. The Borrower shall not use any portion of the proceeds of the Note or any Advances for the purpose of carrying or purchasing any Margin Stock and shall not incur any Indebtedness which is to be reduced, retired or purchased by the Borrower out of such proceeds of the Note (except for refunding Indebtedness).

5.17 Underlying Ratings. The Borrower shall at all times maintain a long-term rating on the Borrower's unenhanced Certificates of Participation by two of the following nationally recognized statistical rating organizations (Moody's, S&P or Fitch).

5.18 Anti-Money Laundering Compliance. The Borrower shall provide such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with anti-money laundering laws and regulations.

SECTION 6. EVENTS OF DEFAULT

6.1 Events of Default. Any of the following events shall constitute an Event of Default under this Agreement:

(a) Failure to pay when due any principal or interest due according to the terms hereof or of the Note and such failure shall continue for more than five (5) days;

(b) Failure to pay when due the payment of fees or other amounts payable to Lender, hereunder, under the Note or under any of the other Loan Documents;

(c) The Borrower shall fail to perform or observe (i) the covenants and agreements set forth in Sections 5.2(a), 5.6, 5.11, 5.12 or 5.17 hereof or (ii) any other term, covenant or agreement contained in this Agreement or the Note (other than those obligations and covenants described in subparagraphs (a), (b) or (c)(i), above, or otherwise set forth in subparagraphs (d) through (i), below, of this Section 6.1) under this Agreement or any other Loan Document within thirty (30) days after the date of notice from Lender;

(d) Any representation or warranty made by the Borrower in this Agreement, in any of the other Loan Documents, or in any certificate or document furnished under the terms of this Agreement or in connection with the Loan, shall be untrue or incomplete in any material respect;

(e) The Borrower shall be in default under the terms of any of the other Loan Documents beyond any applicable notice and/or cure period specified therein, and such default shall not be waived by Lender, or an Event of Default shall exist under the terms of any such instrument;

(f) The Borrower shall commit an act of bankruptcy; or shall apply for, consent to or permit the appointment of a receiver, custodian, trustee or liquidator for it or any of its property or assets; or shall fail to, or admit in writing its inability to, pay its debts as they mature; or shall make a general assignment for the benefit of creditors or shall be adjudicated bankrupt or insolvent; or shall take other similar action for the benefit or protection of its creditors; or shall give notice to any governmental body of insolvency or pending insolvency or suspension of operations; or shall file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, rearrangement, dissolution, liquidation or other similar debtor relief law or statute; or shall file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or statute; or shall be dissolved, liquidated, terminated or merged; or shall effect a plan or other arrangement with creditors; or a trustee, receiver, liquidator or custodian shall be appointed for it or for any of its property or assets and shall not be discharged within sixty (60) days after the date of his appointment; or a petition in involuntary bankruptcy or similar proceedings is filed against it and is not dismissed within sixty (60) days after the date of its filing;

(g) If any material provision of this Agreement or any other document contemplated hereby, at any time after its execution and delivery and for any reason other than satisfaction in full of all indebtedness, ceases to be in full force and effect or is declared to be null and void or the validity thereof is contested in any proceeding, or if the Borrower denies that it has any or further liability or obligation under this Agreement or any other document contemplated hereby to which it is a party;

(h) Dissolution or termination of the existence of the Borrower; or

(i) Any rating agency (Moody's, S&P or Fitch) shall have assigned the Borrower a long-term rating on the Borrower's unenhanced Certificates of Participation of "Baa1"/ "BBB+" (or then equivalent) or below or (ii) two of the following nationally recognized statistical rating organizations, Moody's, S&P or Fitch, shall have withdrawn or suspended any such bond rating.

6.2 Rights and Remedies. Upon the occurrence of an Event of Default, the interest rate on the Note shall increase to the Default Rate and the Obligations of the Borrower hereunder shall bear interest at the Default Rate, and unless such Event of Default is subsequently waived in writing by the Lender, the Lender may either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Loan Documents or to enforce performance or observance of any obligation, agreement or covenant of the Borrower under the Loan Documents, whether for specific performance of any agreement or covenant of the Borrower or in aid of the execution of any power granted to the Lender in the Loan Documents. The Lender may also exercise, or cause to be exercised, any and all remedies as it may have under the Loan Documents and as otherwise available at law and at equity. All of the Lender's rights and remedies shall be cumulative.

6.3 Preservation of Rights. No delay or omission of the Lender to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Event of Default or an acquiescence therein. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lender, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Lender until (a) each and all of the Obligations have been irrevocably paid and performed in full and (b) the Lender no longer has any commitment to provide any financial accommodations to the Borrower.

SECTION 7. MISCELLANEOUS

7.1 Notices. Any notice required or permitted to be given by either party hereto to the other under the terms of this Agreement, or documents related hereto, shall be deemed to have been given (a) if given by courier or delivery service, on the date the same is deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed to the party to which the notice is to be given at the address set forth opposite its name below, or at any other address specified in a notice given by such party to the other not less than ten (10) days prior to the effective date of the address change, or (b) if given by electronic communication, whether by telex, telegram, telecopier or electronic mail, upon the sender's receipt of an appropriate answerback or other written acknowledgment.

If to the Borrower:	University of Nevada, Las Vegas Box 451004 4505 S. Maryland Parkway Las Vegas, Nevada 89154
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Attention: Senior Vice President for Finance
And Administration
E-mail: Gerry.bomotti@unlv.edu

And

Nevada System of Higher Education
2601 Enterprise Road
Reno, Nevada 89512
Attention: Vice Chancellor for Finance
E-mail: vic_redding@nshe.nevada.edu

If to the Lender: U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, CA 90071
Attention: John McGrath

If to the Paying Agent: U.S. Bank National Association
Global Corporate Trust Services
U.S. Bank Center, LM-AZ-X16P
101 North First Ave., Suite 1600
Phoenix, AZ 85003
E-mail: keith.henselen@usbank.com

7.2 Modifications. Notwithstanding any provisions to the contrary herein, any term of this Agreement may be amended with the written consent of the Borrower; provided, that no amendment, modification or waiver of any provision of this Agreement or any other Loan Document or consent to any departure therefrom by the Borrower or other party thereto shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

7.3 Survival of Representations. All representations and warranties of the Borrower contained in this Agreement shall survive the making of the Loan herein contemplated.

7.4 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, the Lender shall not be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

7.5 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

7.6 Entire Agreement. The Loan Documents embody the entire agreement and understanding between the Borrower and the Lender and supersede all prior agreements and understandings between the Borrower and the Lender relating to the subject matter thereof.

7.7 Benefits of this Agreement. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns.

7.8 Expenses; Indemnification.

(a) Upon and after an Event of Default, the Borrower agrees to reimburse the Lender for any reasonable costs, internal charges and out-of-pocket expenses, including, without limitation, filing and recording costs and fees, and reasonable consultants' fees, travel expenses and reasonable fees, charges and disbursements of outside counsel to the Lender and/or the allocated costs of in-house counsel incurred from time to time, paid or incurred by the Lender in connection with the collection and enforcement of the Loan Document.

(b) In accordance with the limitations of NRS 41.0305 to NRS 41.039, the Borrower hereby agrees to indemnify and hold harmless each Noteholder and its officers, directors and agents (each, an "*Indemnitee*") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the "*Liabilities*") by reason of or in connection with (a) the execution and delivery of, or payment or failure to pay under, any Loan Document; (b) the issuance and sale of the Note; and (c) the use of the proceeds of the Note; *provided* that the Borrower shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee. The obligations of the Borrower under this Section 7.8(b) shall survive the payment of the Note and the termination of this Agreement.

7.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

7.10 No Advisory or Fiduciary Responsibility; Nonliability of Lender. In connection with all aspects of the transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that: (i) (A) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (B) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any other Person and (B) the Lender has no obligation to the Borrower with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and the Lender has no obligation to disclose any of such interests to the Borrower. The relationship between the Borrower on the one hand and the Lender on the other hand shall be solely that of borrower and

lender. The Lender shall have no fiduciary responsibilities to the Borrower. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby. The Lender shall have no liability with respect to, and the Borrower hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by the Borrower in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

7.11 Confidentiality. The Lender agrees to hold any confidential information which it may receive from the Borrower in connection with this Agreement in confidence, except for disclosure (a) to its Affiliates, and, in each case, their respective employees, directors, and officers, (b) to legal counsel, accountants, and other professional advisors to the Lender, (c) as provided in Section 7.13, (d) to regulatory officials, (e) to any Person as requested pursuant to or as required by law, regulation, or legal process, (f) to any Person in connection with any legal proceeding to which it is a party, (g) to its direct or indirect contractual counterparties in swap agreements or to legal counsel, accountants and other professional advisors to such counterparties, (h) to rating agencies if requested or required by such agencies in connection with a rating relating to the Advances hereunder, (i) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, and (j) to the extent such information (1) becomes publicly available other than as a result of a breach of this Section 7.11 or (2) becomes available to the Lender on a non-confidential basis from a source other than the Borrower. Without limiting Section 7.6, the Borrower agrees that the terms of this Section 7.11 shall set forth the entire agreement between the Borrower and the Lender with respect to any confidential information previously or hereafter received by the Lender in connection with this Agreement, and this Section 7.11 shall supersede any and all prior confidentiality agreements entered into by the Lender with respect to such confidential information.

7.12 Assignment; Participation. This Agreement may be freely transferred and assigned by the Lender, its successors, endorsees and assigns and Lender shall also have the right to participate its interests hereunder to other parties, subject to execution of a letter in the form of Exhibit A to the Form of Note, attached hereto. Upon notification thereof to the Borrower and the Paying Agent, the successor to the Lender for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Lender, and any other Person being replaced as the Lender shall succeed to the duties and obligations as the Lender hereunder. The Borrower may not transfer its rights and obligations with respect to this Agreement, the Loan Documents, or the Obligations.

7.13 USA PATRIOT ACT NOTIFICATION. The following notification is provided to the Borrower pursuant to Section 326 of the PATRIOT Act:

The Lender hereby notifies the Borrower and the Paying Agent that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies such the Borrower and the Paying Agent, which information includes the name and address of the Borrower and the Paying Agent and other information that will allow the Lender to identify the Borrower and the Paying Agent in accordance with the PATRIOT Act.

7.14 Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Section 3, this Agreement shall become effective when it shall have been executed by the Lender, and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

7.15 Electronic Execution of Assignments; Electronic Records. The words “execution,” “signed,” “signature,” and words of like import in any assignment and assumption agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other state laws based on the Uniform Electronic Transactions Act. The Lender is authorized to create electronic images and to destroy paper originals of any imaged documents and any such images maintained by the Lender as a part of its normal business processes shall be given the same legal effect as the paper originals. The Lender is authorized, when appropriate, to convert any instrument into a “transferable record” under the Uniform Electronic Transactions Act (“UETA”), with the image of such instrument in the Lender’s possession constituting an “authoritative copy” under UETA.

7.16 Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS; PROVIDED THAT THE OBLIGATIONS OF THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY; INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(c) The covenants and waivers made pursuant to this Section 7.16 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(d) The parties hereto waives, to the extent not prohibited by law, any right the undersigned may have to claim or recover from the other in any legal action or proceeding any special, exemplary, punitive or consequential damages.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NEVADA SYSTEM OF HIGHER EDUCATION

By: _____
Name: Vic Redding
Title: Vice Chancellor of Finance

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

SCHEDULE I
LOAN REPAYMENT SCHEDULE

Date *	Principal
January 2019	\$1,767,000
July 2019	1,795,000
January 2020	1,824,000
July 2020	1,853,000
January 2021	1,883,000
July 2021	1,913,000
January 2022	1,944,000
July 2022	1,975,000
January 2023	2,007,000
July 2023	2,039,000

* The first Business Day of each of the repayment months provided.

SCHEDULE I-1

EXHIBIT A
FORM OF
PROMISSORY NOTE

NEVADA SYSTEM OF HIGHER EDUCATION
TAXABLE PROMISSORY NOTE
(UNIVERSITY OF NEVADA, LAS VEGAS)
SERIES 2017B

No. R-1

FINAL MATURITY DATE: first Business Day of July of 2023
MAXIMUM PRINCIPAL AMOUNT: \$19,000,000
INTEREST RATE: LIBOR Rate (as defined in the Agreement)
DATE OF DELIVERY: July 6, 2017

For value received, the Nevada System of Higher Education (the "*System*"), hereby promises to pay in installments as outlined below, from any sources legally available therefor to the order of U.S. Bank National Association (the "*Lender*"), or its registered assigns as shown on the registration panel appended hereto, the maximum aggregate principal amount of \$19,000,000, or such lesser amount as shall represent the aggregate principal amount advanced under this Note to the System pursuant to the terms and provisions of that certain Credit Agreement dated July 6, 2017, between the System and the Lender (the "*Agreement*"), together with interest on the unpaid principal of this Note from the date of delivery of this Note or the date of each Advance until the principal advanced under this Note is paid in full at the LIBOR Rate set forth in the Agreement. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Agreement. Subject to the terms of the Agreement, principal may be advanced under this Note by execution and delivery by the System to the Lender and U.S. Bank National Association, as registrar and paying agent for this Note (the "*Paying Agent*" or "*Registrar*"), of a Request for Advance in the form of Exhibit C to the Agreement. If an executed Request for Advance in the form of Exhibit C attached to the Agreement is delivered to the Lender and Registrar in accordance with the terms of the Agreement, the Registrar may assume that such principal amount will be advanced on the requested date unless the Registrar has been notified by the Lender in writing that the conditions to such Advance have not been satisfied and the Lender will not be making such Advance; provided that the obligation of the Lender to provide such notice shall be on a commercially reasonable basis and the Lender shall incur no liability for the failure to provide such notice. The amount of principal advanced under this Note pursuant to the terms and provisions of the Agreement may be noted on the schedule of principal advances appended to this Note by the Registrar or evidenced by an executed Request for Advance and the amount and date of each principal advance under this Note shall be maintained in the registration records by the Registrar whose records shall be conclusive evidence of the date and amount of each principal advance. Subject to the terms of the Agreement, principal may be advanced under this Note pursuant to the terms and provisions in

the Agreement until Commitment Termination Date, or such earlier date specified in a written notice delivered to the Lender and the Paying Agent by the Chancellor, the Vice Chancellor for Finance or the Senior Vice President of Finance and Administration at the University of Nevada, Las Vegas (each, an "*Officer*") that no further Advances will be made under the Agreement. The System shall pay principal in installments which shall be sufficient to fully pay the total principal amount advanced hereunder plus interest thereon until the Maturity Date in the amounts and on the dates set forth on Schedule I attached to the Agreement and made a part hereof, subject to adjustment as provided in this Note.

Interest shall be calculated on the basis of a 360-day year and actual days elapsed. Interest shall be payable in arrears on the first Business Day of January and July commencing on the first Business Day of January 2018, and the first Business Day of each January and July thereafter until the Maturity Date. The outstanding principal of this Note shall mature in installments of principal payable on the first Business Day of each January and July of each year commencing on the first Business Day of January of 2019 and ending on the first Business Day of July of 2023 at which time all unpaid principal plus accrued unpaid interest shall be due and payable. The installments of principal shall be due as set forth in the schedule attached hereto as Schedule I to the Agreement and made a part hereof; provided that on the Commitment Termination Date or such earlier date specified in a written notice delivered to the Lender by any Officer that no further Advances will be made under this Note, if the maximum principal amount of this Note has not been advanced as of such date, the principal payments due on each date set forth in Schedule I to the Agreement shall be reduced by a fraction the numerator of which is the amount of principal advanced under this Note and the denominator of which is the maximum principal amount of this Note, rounded to the nearest \$1,000.

The final principal payment under this Note shall be paid to the registered owner of this Note at the office of the Paying Agent on presentation and surrender of this Note at maturity or on call for prepayment as provided below. Installments of maturing principal and interest on this Note shall be paid by check or draft mailed or electronic funds transfer initiated on or before each interest payment date (or if such date is not a Business Day, on the next succeeding Business Day), to the registered owner hereof at the address appearing on the registration records of the System maintained by the Paying Agent or such other means acceptable to the Lender and the Paying Agent. Notwithstanding the foregoing, all payments of principal and interest on this Note to U.S. Bank National Association, may be made via wire transfer pursuant to instructions on file with the Paying Agent and without presentment or surrender of this Note except presentment or surrender shall be required upon final maturity or prepayment in whole of this Note. All such payments shall be made in lawful money of the United States of America.

The outstanding principal of this Note may be prepaid in whole or in part on the first Business Day of any month at the option of the System as directed by the Chancellor or the Vice Chancellor for Finance without premium or penalty on three (3) Business Days' written notice by first class mail postage prepaid or electronic notice to the registered owner hereof and the Paying Agent, subject to limitations, if any, set forth in the Agreement. On any date on which the System is prepaying all or any portion of the principal balance of this Note, interest accrued on such principal so prepaid to the date of prepayment shall also be paid. After the date of the prepayment of all or part of the principal hereof, interest on the portion of the principal so

prepaid will cease to accrue. The amount of principal so prepaid may be noted on the prepayment panel appended to this Note and shall be maintained in the registration records by the Registrar.

Partial principal prepayments shall be applied to the principal due under this Note as directed by an Officer, including application to the most remote installment of principal due under this Note which may result in a shortened term for this Note. The written notice of the System to the registered owner and the Paying Agent set forth in the previous paragraph shall specify how such partial principal prepayment is to be applied and in the event that such notice does not include such specification, such partial prepayment shall be applied to the next succeeding principal installment payment set forth on Exhibit C hereto. Payments under this Note, other than prepayments, shall be applied in the order set forth herein.

The principal of and interest on this Note are payable only to the registered owner hereof at the address appearing on the registration records of the System maintained by the Paying Agent. This Note may be transferred on presentation by the registered owner to the Paying Agent, together with evidence of transfer satisfactory to the Paying Agent and Registrar, and such transfer shall be noted in the registration records of the System maintained by the Registrar and may be similarly noted on the registration panel hereof and no such transfer shall be effective until the registered owner shall have provided such satisfactory evidence of transfer to the Paying Agent and Registrar. This Note may be transferred if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the Registrar by such transferor and (ii) such purchaser shall have delivered to the Registrar and the transferor a letter of representations in the form attached as Exhibit A to this Note executed by a duly authorized officer of such purchaser. The Paying Agent shall not be required to transfer ownership of this Note within 30 days of any date on which any portion of the principal hereof is to be prepaid. The System, the Registrar and the Paying Agent shall be entitled to treat the registered owner of this Note as noted in the registration records maintained by the Registrar as the absolute owner hereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Paying Agent shall transmit payments to the registered owner hereof as shown on the registration records of the System maintained by the Registrar.

This Note is issued by the System pursuant to authorization by the Board of Regents of the System (the "*Board*") to finance the costs of working capital and capital improvements at the University of Nevada, Las Vegas, including for the University of Nevada, Las Vegas School of Medicine practice plan, capitalized interest, if any, and the costs of issuance of the Note (the "*Project*"). The Note is payable from any monies of the System legally available for the purpose of making such payment, and the System hereby covenants to make sufficient provision annually in its budget to pay the principal of and interest on this Note when due. The Note does not constitute a debt or indebtedness of the State of Nevada or a charge against the State's credit or taxing power. Repayment of this Note is not subject to annual appropriation by the System.

The provisions of the Agreement with respect to Events of Default, the Default Rate, prepayments, assignment, transfers and related provisions shall be as set forth in the Agreement.

Payments made on this Note shall be applied in the following order of priority: (i) to pay any reasonable expenses incurred in collecting amounts due under or in enforcing the provisions of this Note, (ii) to pay interest in arrears or then due, and (iii) to pay the installments of principal in arrears or then due. If any principal payment is not made when due, interest shall continue on the unpaid installment of principal until it is paid.

This Note shall be governed by the laws of the State of Nevada.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the System.

Except as otherwise may be provided in this Note, all notices, requests, requisitions or other communications pursuant to this Note shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery, facsimile transmission or when mailed by first class mail, and either delivered or addressed as follows:

If to the Officers at: University of Nevada, Las Vegas
Box 451004
4505 S. Maryland Parkway
Las Vegas, Nevada 89154
Attention: Senior Vice President for Finance
And Administration
E-mail: Gerry.bomotti@unlv.edu

And

Nevada System of Higher Education
2601 Enterprise Road
Reno, Nevada 89512
Attention: Vice Chancellor for Finance
E-mail: vic_redding@nshe.nevada.edu

If to the Paying Agent at: U.S. Bank National Association
Global Corporate Trust Services
U.S. Bank Center, LM-AZ-X16P
101 North First Ave., Suite 1600
Phoenix, AZ 85003
E-mail: keith.henselen@usbank.com

If to the Lender, at: U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, CA 90071
Attention: John McGrath

With respect to a request for an Advance:

U.S. Bank National Association
633 W. 5th Street, 25th Floor
Los Angeles, CA 90071
Attention: John McGrath
E-mail: john.mcgrath@usbank.com

Any of the foregoing persons may, by notice given hereunder to each of the other persons, designate any further or different addresses, including email addresses, or facsimile telephone numbers to which subsequent notices, requests or other communications shall be sent.

IN WITNESS WHEREOF, the Nevada System of Higher Education has caused this Note to be signed and executed by the manual or facsimile signature of the Chairman of its Board of Regents, to be countersigned by the manual or facsimile signature of the Chancellor, ex-officio Treasurer of the System and to be signed and attested by the manual or facsimile signature of the Chief Executive Officer of the Board, ex officio Secretary, all as of the date of this Note appearing above.

NEVADA SYSTEM HIGHER EDUCATION

Chairman, Board of Regents

Countersigned:

Chancellor, ex-officio Treasurer

(SEAL)
Attest:

Chief of Staff and Special Counsel to the
Board of Regents, ex officio Secretary, Board of Regents

PROVISION FOR REGISTRATION AS TO PRINCIPAL AND INTEREST

This Note must be registered as to both principal and interest on the registration records of the System, kept by U.S. Bank National Association, as registrar and paying agent (the "Registrar"). After registration as to both principal and interest, the Registrar shall note such registration on such registration records and may not such amounts in the registration blank below, and the principal and interest on this Note shall be paid to such registered owner. This Note may be transferred by the registered owner or such registered owner's legal representative only upon a duly executed assignment in form satisfactory to the Registrar and a duly executed letter of representations in the form attached to this Note as Exhibit A, such transfer to be made on the registration records and endorsed hereon. The System, the Registrar and the Paying Agent shall be entitled to treat the registered owner of this Note as noted in the registration records maintained by the Registrar as the absolute owner hereof for all purposes of this Note and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Paying Agent shall transmit payments to the registered owner hereof as shown on the registration records of the System maintained by the Registrar.

Every privilege, registration, and transfer, shall be exercised only in accordance with the authorizing resolution and such reasonable rules and regulations as the Registrar may prescribe.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

The within and foregoing Note No. R-1 is hereby sold, assigned, transferred and set over, without recourse, unto _____, or order, subject to the terms and conditions of said Note.

Dated this _____, _____.

Owner

Signature Guaranteed:

PREPAYMENT PANEL

Principal of this Note has been prepaid on the dates indicated below:

<u>Date of Prepayment</u>	<u>Amount Prepaid</u>	<u>Signature of Paying Agent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A TO NOTE
FORM OF
LETTER OF REPRESENTATIONS

Nevada System of Higher Education
2601 Enterprise Road
Reno, Nevada 89512

Re: **[Maximum \$19,000,000]**
NEVADA SYSTEM OF HIGHER EDUCATION
Taxable PROMISSORY NOTE
(UNIVERSITY OF NEVADA, LAS VEGAS)
SERIES 2017B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced note (the "*Note*"), dated _____, 2017. _____ (the "*Purchaser*," the "*undersigned*," "*us*" or "*we*," as applicable) is purchasing the Note issued by the Nevada System of Higher Education (the "*System*"). We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Note has not been registered pursuant to the Securities Act of 1933, as amended (the "*1933 Act*") or the securities laws of any state. We acknowledge that the Note (i) is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.
2. We have not offered, offered to sell, offered for sale or sold any of the Note by means of any form of general solicitation or general advertising, and we are not an underwriter of the Note within the meaning of Section 2(11) of the 1933 Act.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other taxable obligations, to be able to evaluate the risks and merits of the purchase represented by the purchase of the Note.
4. We have authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the purchase of the Note.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date hereof, and is able to bear the economic risks of such purchase.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The undersigned has made its own inquiry and analysis with respect to the System, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the System, to which a reasonable purchaser would attach significance in making purchase decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the System, the Note and the security therefor, so that as a reasonable purchaser, it has been able to make its decision to purchase the Note.

9. The Note is being acquired by the Purchaser for purchase for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Note, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that the Purchaser reasonably believes to be a qualified institutional buyer and a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date of such sale, transfer or distribution who executes a letter of representations substantially in the form of this letter.

[signature on next page]

Very truly yours,

_____, As Purchaser

By: _____

Name:

Title:

EXHIBIT B
FORM OF
COMPLIANCE CERTIFICATE

To: U.S. Bank National Association, as lender

This Compliance Certificate is furnished pursuant to that certain Credit Agreement dated as of July 6, 2017 (as amended, modified, renewed or extended from time to time, the “Agreement”) between a corporation sole duly organized and existing under the laws of the State of Nevada (the “Borrower”) and U.S. Bank National Association. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly appointed _____ of the Borrower;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate; and
4. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Material Adverse Change during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate.

[signature on next page]

The foregoing certifications and the financial statements delivered with this Certificate in support hereof, are made and delivered this ___day of _____20__.

NEVADA SYSTEM OF HIGHER EDUCATION

By: _____

Name:

Title:

EXHIBIT C
FORM OF
REQUEST FOR ADVANCE

REQUEST FOR ADVANCE # _____

NEVADA SYSTEM OF HIGHER EDUCATION, a body corporate and politic organized under the laws of Nevada and with an address of 2601 Enterprise Road, Reno, Nevada 89512 (the "Borrower") hereby certifies as follows (all capitalized terms used and not defined herein have the meanings set forth in that certain Credit Agreement (the "Credit Agreement") dated as of July 6, 2017, by and between the Borrower and U.S. BANK NATIONAL ASSOCIATION (the "Lender"):

1. At the date hereof, all of the applicable conditions precedent to an advance of the proceeds under the Credit Agreement have been satisfied , except the following: _____.

2. At the date hereof, no Default or Event of Default under the Loan Documents has occurred and is continuing, and no event has occurred which, upon the service of notice and/or the lapse of time, would constitute an Event of Default thereunder on the part of the Borrower, except the following: _____.

3. The representations, warranties and covenants set forth in the Credit Agreement and other Loan Documents are hereby reaffirmed and restated, and the Borrower represents and warrants to the Lender that the same are true, correct and complete on the date hereof, except as to the following: _____.

4. The Commitment Termination Date has not occurred.

The Borrower authorizes and requests the Lender charge the total amount of this Request for Advance in the amount of \$_____ against the Borrower's balance and to advance the funds hereby requested in accordance with the Credit Agreement. The disbursement made pursuant to this Request for Advance is acknowledged to be an accommodation to the Borrower and is not a waiver by the Lender of any Defaults or Events of Default under the Credit Agreement or Note or any other claims of the Lender against the Borrower.

[TO BE DETERMINED IF ANY WIRE INFORMATION IS TO BE INCLUDED
HEREIN]

[Signature Page Follows]

The advances and disbursements on the attached sheets for Request for Advance #_____ are hereby certified and requested by the Borrower and the Borrower hereby makes the representations and warranties in the Request for Advance #_____.

BORROWER:

NEVADA SYSTEM OF HIGHER EDUCATION

By: _____

Name:

Title:

Copy to U.S. Bank National Association, as Paying Agent