
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

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

EIGHTEENTH SUPPLEMENTAL INDENTURE

Dated as of August 1, 2009

\$1,022,275,000

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
GENERAL REVENUE BONDS
2009 SERIES R (TAXABLE-BUILD AMERICA BONDS)**

TABLE OF CONTENTS

	Page
ARTICLE XXIX 2009 SERIES R BONDS	2
SECTION 29.01 Definitions.....	2
SECTION 29.02 Authorization of 2009 Series R Bonds	3
SECTION 29.03 Terms of 2009 Series R Bonds	4
SECTION 29.04 Redemption of 2009 Series R Bonds	5
SECTION 29.05 Issuance of 2009 Series R Bonds.....	7
SECTION 29.06 Application of Proceeds; Establishment of 2009 Series R Funds	7
SECTION 29.07 Tax Covenants	8
SECTION 29.08 Terms of 2009 Series R Bonds Subject to the Indenture	9
SECTION 29.09 Article and Section Headings.....	9
SECTION 29.10 Execution in Several Counterparts.....	9
EXHIBIT A FORM OF 2009 SERIES R BOND.....	A-1
EXHIBIT B PRELIMINARY LIST OF 2009 SERIES R PROJECTS	B-1

THIS EIGHTEENTH SUPPLEMENTAL INDENTURE, made and entered into as of the first day of August, 2009, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation organized and existing under and by virtue of Article IX, Section 9, of the Constitution of the State of California (herein called "The Regents"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor in interest to BNY Western Trust Company), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, having a principal office in San Francisco, California, and being qualified to accept and administer the trusts hereby created (herein called the "Trustee"),

WITNESSETH:

WHEREAS, The Regents has heretofore authorized the issuance of its General Revenue Bonds issued under an indenture, dated as of September 1, 2003, as heretofore supplemented (the "2003 Indenture") by and between The Regents and the Trustee, in such series as from time to time shall be established and authorized by The Regents;

WHEREAS, the 2003 Indenture provides that The Regents may from time to time establish series of Bonds by supplemental indenture, and that The Regents may issue and the Trustee may authenticate and deliver Bonds of any such series in such principal amount as shall be determined by The Regents, upon compliance with the provisions, and subject to the conditions, set forth in the 2003 Indenture;

WHEREAS, The Regents has now determined to use the proceeds of the sale of the 2009 Series R Bonds (hereinafter defined) to finance or refinance the acquisition and construction of all or a portion of certain facilities of the University of California, including, but not limited to student housing, faculty housing, student centers, recreation and events facilities, research facilities, facilities renewal projects, intercollegiate athletic facilities, certain seismic retrofitting improvements, infrastructure projects and certain academic, administrative and other facilities of the University;

WHEREAS, in order to obtain funds for such purpose, The Regents desires to issue, sell and deliver \$1,022,275,000 aggregate principal amount of The Regents of the University of California General Revenue Bonds, 2009 Series R (the "2009 Series R Bonds"), all under and in accordance with the 2003 Indenture and this Eighteenth Supplemental Indenture (collectively, the "Indenture");

WHEREAS, the 2009 Series R Bonds and the Trustee's certificate of authentication to appear thereon, and assignment to appear thereon, shall be in substantially the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Indenture, as set forth in Exhibit A, attached hereto;

WHEREAS, The Regents certifies that all acts and proceedings required by law necessary to make the 2009 Series R Bonds when executed by The Regents, authenticated and delivered by the Trustee and duly issued, the valid, legal and binding limited obligations of The Regents, payable out of General Revenues as provided in the Indenture, and to constitute this Eighteenth Supplemental Indenture a valid and binding agreement for the uses and purposes

herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Eighteenth Supplemental Indenture have been in all respects duly authorized;

NOW THEREFORE, THIS EIGHTEENTH SUPPLEMENTAL INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and interest on, all Bonds at any time issued and Outstanding pursuant to the Indenture as from time to time supplemented and amended, and to secure the performance and observance of the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2009 Series R Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2009 Series R Bonds by the owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, The Regents covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE XXIX

2009 SERIES R BONDS

SECTION 29.01 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of the 2003 Indenture and this Eighteenth Supplemental Indenture, have the meanings herein specified. All other terms defined in the 2003 Indenture and used herein shall have the meanings assigned to such terms in the 2003 Indenture.

Authorized Denomination

“Authorized Denomination” means \$5,000 or any integral multiple thereof with respect to 2009 Series R Bonds.

Beneficial Holder

“Beneficial Holder” means any Person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2009 Series R Bond, including, without limitation, any Persons holding bonds through nominees or depositories.

Eighteenth Supplemental Indenture

“Eighteenth Supplemental Indenture” means this Eighteenth Supplemental Indenture, as executed by The Regents and the Trustee in accordance with the Indenture, and which is supplemental to the Indenture.

Interest Payment Date

“Interest Payment Date” shall have the meaning as given in Section 29.03 of this Eighteenth Supplemental Indenture.

Participating Underwriter

“Participating Underwriter” means any of the original underwriters of the 2009 Series R Bonds required to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time, in connection with the offering of the 2009 Series R Bonds.

Record Date

“Record Date” shall have the meaning as given in Section 29.03 of this Eighteenth Supplemental Indenture.

Treasury Rate

“Treasury Rate” means, with respect to any redemption date for a particular 2009 Series R Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the 2009 Series R Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

2009 Series R Bonds

“2009 Series R Bonds” means The Regents of the University of California General Revenue Bonds, 2009 Series R (Taxable–Build America Bonds), authorized under and secured by the 2003 Indenture and this Eighteenth Supplemental Indenture.

2009 Series R Projects

“2009 Series R Projects” means the real property and improvements thereon and other facilities and projects financed or refinanced with the 2009 Series R Bonds, a preliminary list of which is attached hereto as Exhibit B.

SECTION 29.02 Authorization of 2009 Series R Bonds.

(A) An Eighteenth series of Bonds to be issued under the Indenture is hereby created and authorized to be issued, and such Bonds are designated as “The Regents of the University of California General Revenue Bonds, 2009 Series R (Taxable–Build America Bonds).” The aggregate principal amount of 2009 Series R Bonds which may be issued and outstanding under the Indenture shall not exceed One Billion Twenty-Two Million Two Hundred Seventy-Five Thousand Dollars (\$1,022,275,000), exclusive of Bonds executed and authenticated as provided in Section 2.08 of the Indenture.

(B) The 2009 Series R Bonds are authorized and issued to finance or refinance all or a portion of the 2009 Series R Projects and to pay for Costs of Issuance of the 2009 Series R Bonds.

(C) The 2009 Series R Bonds shall be equally and ratably secured with all Bonds authorized in the Indenture to be issued or to be subsequently Outstanding thereunder, without preference, priority or distinction (other than with respect to terms of maturity, interest payment dates, sinking fund payments or provisions for redemption) of any one Bond over any other or of the Bonds of any one Series over any other Series, except as otherwise provided in the Indenture.

SECTION 29.03 Terms of 2009 Series R Bonds.

(A) The 2009 Series R Bonds shall bear interest at the rates per annum, payable semiannually on May 15 and November 15 in each year (each, an “Interest Payment Date”), commencing May 15, 2010, until payment of the principal of said Bonds and shall mature on May 15 in each of the years, and in the amounts, as follows:

<u>Date Maturing</u> <u>May 15</u>	<u>Principal</u> <u>Amount</u>	<u>Rate</u>
2031	\$263,955,000	6.270%
2043	758,320,000	5.770

The principal of the 2009 Series R Bonds shall be payable at the corporate trust office of the Trustee in San Francisco, California, in lawful money of the United States of America. The interest thereon is payable to the person whose name appears on the bond registration books of the Trustee as the registered owner thereof as of the close of business on the first day of the month in which the Interest Payment Date occurs (the “Record Date”), whether or not such day is a Business Day, such interest to be paid by check or draft mailed to such registered owner at his or her address as it appears on such registration books.

(B) The 2009 Series R Bonds shall be issued as fully registered Bonds without coupons in Authorized Denominations and shall be numbered consecutively from 1 upwards with the prefix R- preceding each number. The 2009 Series R Bonds shall be substantially in the form set forth in Exhibit A. The 2009 Series R Bonds shall be issued as Taxable Build America Bonds.

(C) The 2009 Series R Bonds shall be dated as of the date of original delivery, and shall be registered on the date of registration noted on such Bond by the Trustee. Each 2009 Series R Bond shall bear interest from the Interest Payment Date next preceding the date of registration thereof unless such date of registration is an Interest Payment Date, in which event it shall bear interest from the date of registration thereof, or unless it is registered on or before May 15, 2010, in which event it shall bear interest from the date of original delivery. The 2009 Series R Bonds may be exchanged and transferred as provided in Article II of the Indenture, provided that no exchange or transfer need be made by the Trustee during the period beginning

on the first day of the month in which the Interest Payment Date occurs and ending on such Interest Payment Date.

SECTION 29.04 Redemption of 2009 Series R Bonds. (A) From the date of issuance to (but not including) May 15, 2019, the 2009 Series R Bonds maturing on May 15, 2031 are subject to redemption prior to their stated maturity at the option of The Regents, in whole or in part (and if in part on a pro rata basis), on any date at a redemption price equal to the greater of:

(1) 100% of the principal amount of the 2009 Series R Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such 2009 Series R Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such 2009 Series R Bonds are to be redeemed, discounted to the date on which such 2009 Series R Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 37.5 basis points,

plus, in each case, accrued interest on such 2009 Series R Bonds to be redeemed to the redemption date.

(B) The 2009 Series R Bonds maturing on May 15, 2031 are also subject to redemption prior to their stated maturity, at the option of The Regents in whole or in part on any date on or after May 15, 2019 (and if in part on a pro rata basis), at the redemption price of 100% of the principal amount of such 2009 Series R Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

(C) The 2009 Series R Bonds maturing on May 15, 2043 are subject to redemption prior to their stated maturity at the option of The Regents, in whole or in part (and if in part on a pro rata basis), on any date at a redemption price equal to the greater of:

(1) 100% of the principal amount of the 2009 Series R Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such 2009 Series R Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such 2009 Series R Bonds are to be redeemed, discounted to the date on which such 2009 Series R Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 25 basis points,

plus, in each case, accrued interest on such 2009 Series R Bonds to be redeemed to the redemption date.

(D) The 2009 Series R Bonds are subject to redemption prior to their respective stated maturities at the option of The Regents, in whole or in part and if in part, with maturities to be designated by The Regents (and pro rata within a maturity), on any date upon the occurrence of an Extraordinary Event, at a redemption price (the "Extraordinary Redemption Price") equal to the greater of:

(1) 100% of the principal amount of the 2009 Series R Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such 2009 Series R Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such 2009 Series R Bonds are to be redeemed, discounted to the date on which such 2009 Series R Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 100 basis points;

plus, in each case, accrued interest on such 2009 Series R Bonds to be redeemed to the redemption date.

An “Extraordinary Event” will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Internal Revenue Code of 1986, as amended (the “Code”) (as such Sections were added by Section 1531 of the Recovery Act, pertaining to “Build America Bonds”) pursuant to which The Regents’ 35% cash subsidy payment from the United States Treasury is reduced or eliminated.

(E) At the request of The Regents or the Trustee, the redemption price of the 2009 Series R Bonds to be redeemed at the option of The Regents will be determined by an independent accounting firm, investment banking firm or financial advisor retained by The Regents at The Regents’ expense to calculate such redemption price. The Regents and the Trustee may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

(F) The 2009 Series R Bonds maturing on May 15, 2031, are subject to redemption prior to maturity in part, pro rata, at the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Account Payments in the following amounts, commencing on May 15, 2024 according to the following schedule:

Year	Mandatory Sinking Account Payment
2024	\$20,390,000
2025	21,750,000
2026	23,445,000
2027	31,455,000
2028	35,590,000
2029	40,415,000
2030	44,340,000
2031*	46,570,000

* Final Maturity

(G) The 2009 Series R Bonds maturing on May 15, 2043, are subject to redemption prior to maturity in part, pro rata, at the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Account Payments in the following amounts, commencing on May 15, 2032 according to the following schedule:

Year	Mandatory Sinking Account Payment
2032	\$51,795,000
2033	63,230,000
2034	70,660,000
2035	74,745,000
2036	77,120,000
2037	80,075,000
2038	83,390,000
2039	86,395,000
2040	89,550,000
2041	26,155,000
2042	27,105,000
2043*	28,100,000

* Final Maturity

(H) Whenever provision is made for the redemption of a portion of the 2009 Series R Bonds of a maturity date, the Trustee shall select the 2009 Series R Bonds to be redeemed pro rata.

(I) Except as in this Section otherwise provided, the redemption of 2009 Series R Bonds shall be subject to the provisions of Article IV of the Indenture.

SECTION 29.05 Issuance of 2009 Series R Bonds. The Trustee, forthwith upon the execution and delivery of this Eighteenth Supplemental Indenture and of the other documents required by Section 3.01 of the Indenture, or from time to time thereafter, upon the execution and delivery to it by The Regents of the 2009 Series R Bonds, and without any further action on the part of The Regents, shall authenticate 2009 Series R Bonds in the aggregate principal amount of One Billion Twenty-Two Million Two Hundred Seventy-Five Thousand Dollars (\$1,022,275,000) and shall deliver them to or upon the Written Order of The Regents.

SECTION 29.06 Application of Proceeds; Establishment of 2009 Series R

Funds.

(A) The proceeds received by the Trustee upon the sale of the 2009 Series R Bonds (following the payment of the underwriters' discount of \$8,433,768.75 and less the good faith amount of \$10,000,000 retained by The Regents), shall be applied or deposited as follows:

(1) \$737,585.01 shall be transferred to The Regents for deposit in the 2009 Series R Costs of Issuance Fund established by The Regents pursuant to subparagraph (B) of this Section; and

(2) \$1,002,279,249.39 shall be transferred to The Regents for deposit in the 2009 Series R Construction Account established pursuant to subparagraph (C) of this Section.

(B) 2009 Series R Costs of Issuance Fund. The Regents shall establish and maintain a fund designated as the "2009 Series R Costs of Issuance Fund." Moneys in the 2009 Series R Costs of Issuance Fund shall be used to pay Costs of Issuance with respect to the 2009 Series R Bonds, and at the end of six months from the date of issuance of the 2009 Series R Bonds, or upon earlier determination by The Regents that the amounts in said fund are no longer required for payment of Costs of Issuance, said fund shall be terminated and any amounts then remaining in said fund shall be transferred to the Trustee for deposit in the Debt Service Fund.

(C) 2009 Series R Construction Account. The Regents shall establish and maintain a separate account designated as the "2009 Series R Construction Account." Moneys in the 2009 Series R Construction Account shall be used and withdrawn by The Regents to pay the cost of the acquisition, construction, improvement and/or renovation of all or a portion of the 2009 Series R Projects, including reimbursements of any sums advanced by The Regents for such purposes and refunding borrowings of The Regents incurred for such purposes, and to pay interest on the 2009 Series R Bonds in such amounts and on such dates as determined by The Regents. Amounts in the 2009 Series R Construction Account may be invested in Investment Securities. Upon completion of the 2009 Series R Projects, any amounts remaining in the 2009 Series R Construction Account shall be applied to pay the interest on the 2009 Series R Bonds or to pay other capital expenditures of The Regents.

(D) 2009 Series R Optional Redemption Subaccount. The Trustee shall establish and maintain a subaccount designated as the "2009 Series R Optional Redemption Subaccount." Moneys in the 2009 Series R Optional Redemption Subaccount shall be used for the redemption or purchase of 2009 Series R Bonds from money allocable to the 2009 Series R Bonds and required, pursuant to Section 29.04(A) herein, to be deposited into such subaccount.

SECTION 29.07 Tax Covenants. The Regents will not make any use of the proceeds of the 2009 Series R Bonds or any other funds of The Regents which will cause any 2009 Series R Bond to be an "arbitrage bond" subject to federal income taxation by reason of Section 148 of the Code, or a "federally-guaranteed obligation" under Section 149(b) of the Code, or a "private activity bond" as described in Section 141 of the Code. To that end, The Regents, with respect to such proceeds and such other funds will comply with all requirements of

such sections of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect.

If at any time The Regents is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee or under the Indenture, The Regents shall so instruct the Trustee or the appropriate officers of The Regents in writing, and the Trustee or the appropriate officers of The Regents, as the case may be, shall take such actions as may be necessary in accordance with such instructions.

In furtherance of the covenants of The Regents set forth above, The Regents will comply with the Tax Certificate and will cause the Trustee to comply with the Tax Certificate.

SECTION 29.08 Terms of 2009 Series R Bonds Subject to the Indenture.

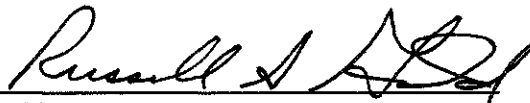
Except as in this Eighteenth Supplemental Indenture expressly provided, every term and condition contained in the Indenture shall apply to this Eighteenth Supplemental Indenture and to the 2009 Series R Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Eighteenth Supplemental Indenture. As supplemented by this Eighteenth Supplemental Indenture, the 2003 Indenture is hereby confirmed.


SECTION 29.09 Article and Section Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Eighteenth Supplemental Indenture.

SECTION 29.10 Execution in Several Counterparts. This Eighteenth Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as The Regents and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

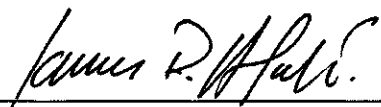
IN WITNESS WHEREOF, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA has caused this Eighteenth Supplemental Indenture to be signed in its corporate name by its Chairman and its Secretary and Chief of Staff, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Eighteenth Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents, all as of this day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Chairman

By: 
Secretary and Chief of Staff

Approved as to form:


University Counsel

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

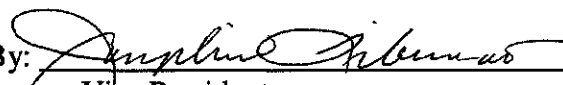
By: 
Vice President

EXHIBIT A

FORM OF 2009 SERIES R BOND

R-_____

\$_____

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
GENERAL REVENUE BONDS, 2009 SERIES R**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
%	May 15, ____	August 27, 2009	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

The Regents of the University of California, a corporation organized and existing under Article IX, Section 9, of the Constitution of the State of California (herein called "The Regents"), for value received, hereby promises to pay (but only out of General Revenues as hereinafter provided) to the registered owner referred to above or registered assigns on the maturity date referred to above (subject to any right of prior redemption hereinafter expressly reserved) the principal sum specified above, together with interest on such principal sum from the interest payment date next preceding the date of registration of this Bond (unless such date of registration is an interest payment date, in which event it shall bear interest from such date of registration, or unless this Bond is registered on or before May 15, 2010, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above (based on a 360-day year consisting of twelve 30-day months), payable on May 15, 2010, and semiannually thereafter on each May 15 and November 15.

The principal or redemption price hereof is payable upon presentation and surrender hereof at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (as successor in interest to BNY Western Trust Company) (herein called the "Trustee"), in San Francisco, California, and interest shall be paid by check mailed to the person in whose name this Bond is registered as of the close of business on the first day of the month in which an interest payment date occurs, at the address of such registered owner shown on the books of the Trustee.

This Bond is one of a duly authorized issue of Bonds of The Regents designated as "The Regents of the University of California General Revenue Bonds" (herein called the "Bonds"), unlimited in aggregate principal amount, except as otherwise provided in the Indenture hereinafter mentioned, of the series and designation indicated on the face hereof, which issue of Bonds consists or may consist of one or more series, of varying dates, numbers, interest rates and other provisions as in said Indenture provided, all issued under an indenture, dated as of September 1, 2003, by and between The Regents and the Trustee, as heretofore supplemented and as supplemented by a Eighteenth Supplemental Indenture, dated as of August 1, 2009, by and between The Regents and the Trustee (as so supplemented, the "Indenture"). This Bond, together with all other Bonds issued under the Indenture, is authorized to be issued pursuant to the powers and authority of The Regents contained in Article IX, Section 9 of the Constitution of the State of California. The Bonds are limited obligations of The Regents to which The Regents is obligated to apply only the General Revenues (herein called the "General Revenues") as defined in, and only to the extent required by, the Indenture, to the payment of the principal of and interest and premium, if any, on the Bonds. This Bond is not a lien, charge or liability against the State of California or against The Regents or against the property or funds of either, except to the extent of the pledge of the General Revenues, as provided by the Indenture. Under the Indenture, the pledge and lien on General Revenues is junior to the pledge and lien of certain other indebtedness of The Regents, and the Indenture permits The Regents to incur additional indebtedness or obligations payable from General Revenues, including additional indebtedness or obligations secured by a pledge and lien on General Revenues senior in priority, on a parity with, or subordinate to, the pledge and lien of the Indenture. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of The Regents thereunder, to all of the provisions of which Indenture the owner of this Bond, by acceptance hereof, assents and agrees.

The Indenture and the rights and obligations of The Regents and the Trustee and the owners of the Bonds may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided, however, that no such modification or amendment shall (1) extend the stated maturity of this Bond or reduce the rate of interest hereon, or extend the time of payment of interest, or reduce the amount of the principal hereof, or reduce any premium payable on the redemption hereof, without the consent of the owner hereof, or (2) reduce the percentage of owners of Bonds Outstanding whose consent is required for the execution of a supplemental indenture, without the consent of the owners of all Bonds then Outstanding.

The 2009 Series R Bonds are subject to redemption prior to maturity upon the conditions, at the times and at the redemption prices as set forth in the Indenture.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded by the owners of at least a majority in aggregate principal amount of the Bonds then outstanding.

The Bonds are issuable only as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the corporate trust office of the Trustee in San Francisco, California, for a like aggregate principal amount of Bonds of other authorized denominations. This Bond is transferable by the registered owner hereof, in person, or by its duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds, of the same series, authorized denomination or denominations and for the same aggregate principal amount, will be delivered to the transferee in exchange herefor. The registered owner hereof shall be deemed and regarded as the absolute owner hereof for all purposes.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California and that the amount of this Bond, together with all other indebtedness of The Regents, does not exceed any limit prescribed by the Constitution or laws of the State of California.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA has caused this Bond to be executed in its name and on its behalf by the facsimile signatures of its Chairman and its Secretary and Chief of Staff and its corporate seal to be imprinted or impressed hereon all as of the Original Issue Date.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Chairman

(Seal)

By: _____
Secretary and Chief of Staff

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Date of Authentication:

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

FORM OF ASSIGNMENT

For value received _____ the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the Bond register of the Trustee with full power of substitution in the premises.

Dated: _____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the Bond in every particular without alteration or enlargement or any change whatsoever.

Signature guaranteed by: _____

Note: Signature(s) guarantee must be made by an eligible guarantor institution (banks, stockbrokers, savings and loans association and credit unions with membership in an approved signature medallion program) pursuant to Securities and Exchange Commission Rule 17Ad-15.

EXHIBIT B

PRELIMINARY LIST OF 2009 SERIES R PROJECTS

Campus	Project
Berkeley	Biomedical & Health Sciences Step I
Berkeley	SAHPC (Stadium)
Berkeley	3200 Regatta Renovations
Berkeley	Clark Kerr Renewal
Berkeley	2007-2008 Deferred Maintenance
Berkeley	2008-2009 Deferred Maintenance
Berkeley	Law Building Infill
Berkeley	Anna Head
Davis	Physical Sciences Expansion
Davis	West Village Backbone Infrastructure
Davis	Health & Wellness
Davis	Graduate School of Management Conference Center Project Augmentation
Davis	Tupper Hall
Davis	Hotel Site & Preparation
Davis	Building J1 Renovation/Upgrade
Davis	Cruess Hall Deferred Maintenance
Davis	2007-2008 Deferred Maintenance
Davis	Robbins Hall
Davis	Coffee House
Irvine	Engineering Unit 3
Irvine	Social & Behavioral Sciences
Irvine	Stem Cell Building Gross Hall
Los Angeles	Life Sciences Replacement Building
Los Angeles	Police Station
Los Angeles	Hilgard Student Housing
Los Angeles	100 Medical Plaza Building
Los Angeles	Northwest Campus Student Housing Infill
Los Angeles	Lake Arrowhead
Los Angeles	Weyburn Terrace
Los Angeles	Pauley Pavilion

Merced	Campus Parking Lot G & H
Riverside	Health Sciences Surge
Riverside	Creekside Terraces
Riverside	Summer Ridge Apartments
San Diego	North Campus Housing Ph II
San Diego	Health Sciences Grad Prof Housing
San Diego	Cogeneration Plant Expansion
San Diego	Muir Stewart Commons Renovation
San Diego	Telemedicine
San Diego	Revelle College Apartments
San Diego	Muir College Apartments
San Diego	Health Sciences Biomedical Research Facility II
San Diego	Marine Ecosystems Sensing, Observation & Model
San Francisco	CVRI
San Francisco	NGMAN
San Francisco	Aldea San Miguel Housing Renovation
San Francisco	2006-2007 Deferred Maintenance
Santa Barbara	North Hall Data Center
Santa Barbara	Bio Science II Cagewash
Santa Cruz	East Campus Housing Infill
Santa Cruz	Porter College Phase IIA Seismic
Santa Cruz	Cowell Student Health Center Expansion & Renovation
Santa Cruz	2007-2008 Deferred Maintenance
Systemwide	State Energy Partnership