

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS
MINUTES OF BOARD OF REGENTS MEETINGS
1983 - 1984
VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
January 20, 1984

TEXAS TECH UNIVERSITY
and
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
Lubbock, Texas

Minutes

Board of Regents
January 20, 1984

M60. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 9:00 a.m. on Friday, January 20, 1984, in the Board of Regents suite on campus. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mrs. Anne W. Sowell, Vice Chairman, Mr. John E. Birdwell, Mr. Jerry Ford, Mr. Rex Fuller, Dr. Nathan C. Galloway, Mr. Larry D. Johnson, and Mr. Wesley Masters. Regent J. Fred Bucy was absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John R. Darling, Vice President, Dr. C. Len Ainsworth, Associate Vice President, Office of Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Eugene E. Payne, Vice President, Mrs. Marsha Barnes, Assistant Vice President, Office of Finance and Administration; Dr. John R. Bradford, Vice President for Development; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Sam Richards, Vice President for Health Sciences Center; Dr. Marilyn Phelan, General Counsel, Mr. Pat Campbell, Associate General Counsel; Mr. Mike Sanders, Director, Ms. Martha Brown, Assistant Director, Office of Public Affairs; Mr. Robert L. Bray, Director of Office of Planning; Mrs. Bea Zeeck, Director, Ms. Carol King and Mr. Artie Limmer, Photographers, News and Publications; Ms. Peggy Nodurft, Director of News and Publications for Health Sciences Center; Mrs. Freda Pierce, Secretary of the Board; Mr. Jack P. Fenwick, Jr., Director of Facilities Planning and Construction; Mr. Eric Williams, Director, Ms. Franc Blackbird, Staff Architect; Facilities and Planning Operations for Health Sciences Center; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. J. Ted Hartman, Dean, School of Medicine, Dr. Robert A. Cornesky, Dean, School of Allied Health; Dr. Jimmy H. Smith, Interim Dean, College of Engineering; Dr. Donald A. Haragan, Associate Dean, College of Arts and Sciences; and Dr. Harold Luce, Chairperson, Department of Music.

Others present were: Mr. and Mrs. J. Ray Dickey; Mr. Paul Horton, McCall, Parkhurst, & Horton; Mr. Sam Maclin, Rotan Mosle, Inc.; Dr. B. H. Newcomb, Associate Professor of History; Mr. Pat Graves, Lubbock Avalanche-Journal; and Ms. Pam Baird, KAMC-TV.

M61. Chairman Pevehouse called the meeting to order, and asked Dr. Ewalt to give the invocation. He then asked Mr. Fuller to come to the front of the room, and he read and presented to Mr. and Mrs. J. Ray Dickey the Distinguished Service Award in honor of their donation of \$100,000 toward music scholarships.

M62. Chairman Pevehouse then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now

having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17, Texas Civil Statutes, and these Executive sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 9:30 a.m. with the meeting for Texas Tech University Health Sciences Center recessed until the conclusion of the present meeting.

M63. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the Minutes of the meeting of November 18, 1983, were approved.

M64. Mrs. Sowell reported for the Academic and Student Affairs Committee. The following eight items (M65 through M72) constitute action taken upon committee recommendation.

M65. Upon motion made by Mrs. Sowell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon Dr. Donald Ashdown, Professor of Entomology.

M66. Upon motion made by Mrs. Sowell, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the attached resolution regarding finding of facts concerning the appointment of Dr. David Koepp, Professor and Chairperson of the Department of Plant and Soil Science, to the State Seed and Plant Board be approved; Attachment No. M1.

M67. Upon motion made by Mrs. Sowell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents approves the delegation of responsibility for selection of faculty awardees from the George T. and Gladys Hanger Abell endowment to the Vice President for Academic Affairs. Recommendations for these awards are to be developed annually by the Dean of the College of Engineering.

M68. Upon motion made by Mrs. Sowell, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the appointment of Dr. Bonnie Spring, Professor of Psychology, with tenure at Texas Tech University.

M69. Upon motion made by Mrs. Sowell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: (1) Leaves of absence, Attachment No. M2; (2) Centers and Institutes, Attachment No. M3.

M70. Mrs. Sowell stated that the Academic Achievement Report and Planning Statement for the College of Education and the Academic Computing Report were heard by the committee on the day prior to the Board meeting.

M71. Mrs. Sowell announced that the Faculty Workload Report and the Small Class Report are on file in the Office of the Secretary of the Board for the Regents' perusal.

M72. Mr. Ford read the attached statement composed by the Ad Hoc Committee on Tenure Policy; Attachment No. M4.

M73. Mr. Birdwell reported for the Finance and Administration Committee. The following ten items (M74 through M83) constitute action taken upon committee recommendation.

M74. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves budget adjustments for the period October 1, 1983, to November 30, 1983, as attached; Attachment No. M5.

M75. Upon motion made by Mr. Birdwell, seconded by Mr. Johnson, the following was unanimously approved: RESOLVED, that agreements with the Ex-Student Association and the Ranching Heritage Association as needed to comply with the provisions of Senate Bill 772 and House Bill 622 be approved; Attachments Nos. M6 and M7 respectively.

M76. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached Resolution authorizing the issuance, sale, and delivery of Board of Regents of Texas Tech University General Tuition Revenue Bonds, Series 1984, \$1,500,000, and approving and authorizing instruments and procedures relating thereto and further accepts the low bid of 9.282094% by Dean Witter Reynolds, Inc.; Attachment No. M8.

M77. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that a contract be awarded to ABC Vending, Inc., to provide video game machines and service to twelve (12) Residence Halls for the period March 1, 1984, to February 28, 1987, and the President is authorized to sign the contract.

M78. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the attached Traffic and Parking Regulations for Texas Tech University for the 1984-85 fiscal year be approved; Attachment No. M9.

M79. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves that any student enrolled in the Department of Speech and Hearing Sciences courses involving clinical activities must, prior to such enrollment, show evidence of malpractice insurance coverage which will be in full force and effect for the duration of the enrollment in such courses. BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration may arrange with a suitable insurance company or companies which will make available malpractice insurance should an affected student request assistance in obtaining this coverage.

M80. Upon motion made by Mr. Birdwell, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the awarding of the Fire, Lightning, Extended Coverage and Contents insurance coverage for the period February 1, 1984, to February 1, 1987, to INA of Texas at the rate of .05¢ per \$100.

M81. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the lease of a strip of land, approximately sixty feet wide (South to North), adjacent to the Greek Circle, the area proposed for Greek Circle expansion and the area proposed to be leased from the University for parking, and extending from Quaker Avenue East to Norfolk Avenue extended, for the purpose of providing all necessary ingress and egress in, along, upon and across the property referred to above, subject to the attached restrictions and, FURTHER RESOLVED, that the President is authorized to execute the lease agreement with Texas Tech Interfraternity Housing Corporation; Attachment No. M10.

M82. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the University President be authorized to execute an agreement for the gift/purchase of the Devro Building consisting of approximately 110,000 gross square feet of space situated on approximately 102 acres of land at the corner of Loop 289 and East Fourth Street for the amount of \$600,000 provided that a clear title is acquired and the Coordinating Board approves this action. Prior to the motion, Dr. Cavazos showed slides concerning the plans to use the facility solely for research, and the planning in process to equip the building for research. Mr. Birdwell commented that he would like for the Finance Committee to monitor this program every six months.

M83. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: (1) Approval of official travel reimbursements, Attachment No. M11; (2) Approval and payment of certain accounts, Attachment No. M12; (3) To sign and/or countersign checks drawn on specified accounts, Attachment No. M13; (4) To sign and/or countersign cashier's checks, Attachment No. M14; (5) To commission peace officers, Attachment No. M15.

M84. Mr. Masters reported for the Campus and Building Committee. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the President is authorized to award contracts on the basis of competitive bids for mechanical equipment and the computer flooring system in the current Computer Center. FURTHER RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authorizes University personnel to proceed with construction work. FURTHER RESOLVED, that the total cost of the construction and mechanical equipment referred to above is not to exceed \$300,000.

M85. Mr. Johnson reported for the Development Committee that we are considerably ahead of where we were at this time last year on gifts and grants.

M86. Mr. Fuller reported for the Athletic Affairs Committee. The three following items (M87 through M89) constitute action taken upon committee recommendation.

M87. Upon motion made by Mr. Fuller, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents authorizes the President to develop for Board consideration a plan for a multi-purpose athletic and physical education facility.

M88. Upon motion made by Mr. Fuller, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents authorizes an increase of \$1.00 to

the Southwest Conference base price minimum per football game ticket; BE IT FURTHER RESOLVED, that the increase be effective with the 1984 football season.

M89. Mr. Fuller expressed appreciation and thanks to the Ad Hoc Committee on Athletic Operations for their work, and stated that the report submitted was beneficial to all departments involved.

M90. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (January 20, 1984)

- M 1. Resolution Concerning Appointment of Dr. David Koeppel to State Seed and Plant Board; Item M66.
- M 2. Leaves of Absence; Item M69.
- M 3. Centers and Institutes; Item M69.
- M 4. Statement by Ad Hoc Committee on Tenure Policy; Item M72.
- M 5. Budget Adjustments for October 1 to November 30, 1983; Item M74.
- M 6. Agreement with Ex-Student Association; Item M75.
- M 7. Agreement with Ranching Heritage Association; Item M75.
- M 8. Resolution Authorizing Issuance, Sale, and Delivery of General Tuition Revenue Bonds, Series 1984, \$1,500,000; Item M76.
- M 9. 1984-85 Traffic and Parking Regulations; Item M78.
- M10. Restrictions for Lease of Property to Texas Tech Interfraternity Housing Corporation for a Street; Item M81.
- M11. Authorization for Approval of Official Travel Reimbursements; Item M83.
- M12. Authorization of Approval and Payment of Certain Accounts; Item M83.
- M13. Authorization to Sign and Countersign Checks on Specified Accounts; Item M83.
- M14. Authorization to Sign and Countersign Cashier's Checks; Item M83.
- M15. Commissioning of Peace Officers; Item M83.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on January 20, 1984.

(Mrs.) Freda Pierce, Secretary

SEAL

January 20, 1984

RESOLUTION

Fact Findings of the Appointment of
Dr. David Koeppe to the
State Seed and Plant Board

WHEREAS, The Honorable Mark White, Governor of the State of Texas, has appointed David Koeppe to the State Seed and Plant Board; and

WHEREAS, House Bill 102 of the Sixty-first Legislature, 1969, R.S., requires a certain finding of facts before a nonelective state officer or employee may accept an offer to serve in other non-elective state offices or positions of honor, trust or profit.

BE IT THEREFORE RESOLVED, that the Board of Regents of Texas Tech University find and determine the following:

1. The service of David Koeppe as a member of the State Seed and Plant Board is of benefit to the State of Texas.
2. The service of David Koeppe as a member of the State Seed and Plant Board does not conflict with his position of employment at Texas Tech University.
3. Members of the State Seed and Plant Board serve without compensation but are entitled to reimbursement for actual and necessary travel and subsistence expenses incurred by them in the performance of their duties as members of the Board

WITNESS MY HAND this 20th day of January, 1984.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

BY: _____
B.J. Pevehouse, Chairman

ATTEST:

(Mrs.) Freda Pierce, Secretary

Approve leave of absence without pay for Mr. Theodore M. Klein, Associate Professor of Classical and Romance Languages, for the period September 1, 1984, through May 31, 1985. Mr. Klein requests this leave to attend to matters both of a professional and of a personal nature, and plans to resume his regular schedule upon termination of the leave.

Approve leave of absence without pay for Dr. Francisco Balderrama, Assistant Professor of History, for the period January 16, 1984, through May 31, 1984. This leave is requested in order that Dr. Balderrama can help reorganize and develop the Chicano Studies Department at California State University at Los Angeles. It is felt that this leave will be of professional benefit to Professor Balderrama and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. Beverly Gilbert, Associate Professor in the Department of English, for the period January 16, 1984, through May 31, 1984. Dr. Gilbert has requested this leave for personal reasons, and expects to resume her regular teaching schedule at the end of the leave.

Approve leave of absence without pay for Dr. Jesse Ingram, Assistant Professor in the Department of Psychology, for the period January 1, 1984, through December 31, 1984. The reason for this request is to permit Dr. Ingram to do research and administrative work at Terrell State Hospital and Bishop College. This experience will be of professional benefit to Dr. Ingram and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. John D. Reichert, Professor in the Department of Electrical Engineering/Computer Science, for the twelve-month period January 16, 1984, through January 15, 1985. This leave is requested in order that Dr. Reichert can serve as President of Radtech, Inc., a "high-tech" company in developing medical related products.

Centers and Institutes

Center for Judicial Studies (School of Law)

Institute for Studies in Organizational Automation (College of Business
Administration)

Center of Sports Health and Human Performance

Statement by Ad Hoc Committee on Tenure Policy

The Ad Hoc Committee on Tenure Policy, appointed by the Chairman of the Board of Regents of Texas Tech University to review the tenure document proposed for implementation reports the following points:

1. It reaffirms the commitment on the part of the Board to tenure.
2. There is concern about the rather lengthy appeal process set forth in the proposed document.
3. There already is a tenure policy in place that provides for all faculty appointed at the current time. However, this is an old policy and does not meet current needs.

The committee asks the Board to recommend to the Administration that it continue to review the consequences of tenure and the merit of tenure at this University, and the Administration should be asked to project and gather data relative to the tenure situation at Texas Tech University over the next decade. Further, the Committee recommends to the Board that they request the President and his Administration to investigate strategies that might be implemented in the future that would continue tenure, but using mechanisms that will continue to add to the revitalization of faculty, maintain quality of faculty and assure quality of our academic program at the highest level. For example, these strategies could include upper tenure percentage limits by academic unit and renewable term appointments for faculty in a dual track relationship to tenured faculty positions.

It should be assured that any proposed changes to the University's current tenure policy would not affect those faculty who are already tenured or in tenure track positions. The Committee suggests that the Administration be directed to carry out its charge in an expeditious manner toward resolving the issues related to tenure.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (10/01/83 - 11/30/83)

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
<u>BOARD APPROVAL:</u>					
	<u>E & G Appropriated Funds:</u>				
	Unappropriated Balances	\$225,000	\$ 0	\$ 0	Half of estimated costs of software and related items for new financial management systems.
	TUFIMS Software Development	0	0	225,000	
	TOTAL APPROVAL	\$225,000	\$ 0	\$225,000	
<u>BOARD RATIFICATION:</u>					
	<u>Restricted Funds:</u>				
420661	Coordinated Research Program in Pulsed Power Physics	\$ 0	\$431,394	\$431,394	Initial award for grant from Air Force Office of Scientific Research for the continuation in Pulsed Power Physics
	Subtotal, Restricted Funds	\$ 0	\$431,394	\$431,394	
	TOTAL RATIFICATION	\$ 0	\$431,394	\$431,394	
	Grand Total-TTU	\$225,000	\$431,394	\$656,394	

AGREEMENT BETWEEN
TEXAS TECH UNIVERSITY
AND THE TEXAS TECH UNIVERSITY EX-STUDENT ASSOCIATION

This agreement is made this 20th day of January, 1984, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter named UNIVERSITY, and the Texas Tech University Ex-Student Association hereinafter named ASSOCIATION.

Whereas the UNIVERSITY and the ASSOCIATION provide certain services and benefits to each other, and whereas the UNIVERSITY and the ASSOCIATION work together to promote the teaching, research, and professional/public service activities of the UNIVERSITY, both parties to enumerate below such services and benefits.

The ASSOCIATION will, as directed by its constitution/charter and by-laws, work to assist in providing and making available to the UNIVERSITY and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The ASSOCIATION will seek to perform those functions which the UNIVERSITY cannot provide itself. In turn, the UNIVERSITY will assist the ASSOCIATION by providing accounting services as requested by the ASSOCIATION.

The Board of Directors of the ASSOCIATION and the Board of Regents of the UNIVERSITY must assure that the activities of the ASSOCIATION are consistent with the UNIVERSITY'S objectives, goals, and priorities at all times. In order to enhance communicating between the ASSOCIATION and the UNIVERSITY, the ASSOCIATION shall appoint at least one non-voting member to its governing board from the UNIVERSITY staff, with such member to be designated by the President.

In order to abide by the requirements of S.B. 772 and H.B. 622 as passed by the 68th Legislature R.S., 1983, the ASSOCIATION will provide the UNIVERSITY'S Office of Development a copy of its constitution/charter, current by-laws, a list of names and addresses of the members of the governing Board, and officers of the organization. In addition, a list of employees of the UNIVERSITY participating in the activities of the ASSOCIATION shall be submitted to the Office of Development annually, with special notation should an officer or employee of the UNIVERSITY be appointed or elected to a position as an officer or director of the ASSOCIATION.

The ASSOCIATION shall report through the Chief Fiscal Officer of the UNIVERSITY any monetary enrichment of any officer or employee of the UNIVERSITY. This report shall include the name, position, and the total value of the monetary enrichment received by each individual so named. In the event gifts-in-kind are involved, a similar listing of names, position, and total value of the gift shall be submitted.

The ASSOCIATION shall submit to the Office of Development of the UNIVERSITY on or about the first of each month, a list of the names and addresses of donors who have made a gift or grant of \$500.00 or more, since the last report, in order that the President of the UNIVERSITY may acknowledge such gifts and in order that the Board of Regents of the UNIVERSITY may be so informed.

The ASSOCIATION agrees to maintain proper books and records and to retain an independent certified public accountant to perform an audit annually. Three copies of the annual financial report and the audit report shall be submitted to the Chief Fiscal Officer of the UNIVERSITY for distribution to the Vice President for Development of the UNIVERSITY and to the Secretary of State in Austin.

Other specific provisions appropriate for this particular support organization:

- a. The ASSOCIATION will maintain and make available to the UNIVERSITY, as mutually agreed to by the parties, selected records and statistical information about the UNIVERSITY's ex-students. It will encourage the establishment of scholarships, loan funds, endowment and other gifts. The ASSOCIATION will also assist in the recruitment program for students, faculty, and other personnel. In addition, the ASSOCIATION will provide and manage copying service installations at the currently approved locations on the campus of the UNIVERSITY.
- b. The UNIVERSITY will provide the ASSOCIATION office space in the former President's home. Also, it will provide funds for clerical and secretarial personnel and operating funds not to exceed the total amount of \$163,649 for the year 1983-84. Employees of the ASSOCIATION shall be eligible for participation in any of the group insurance programs of the UNIVERSITY at the expense of the employee and the ASSOCIATION.
- c. The UNIVERSITY will provide the ASSOCIATION office space in the former President's home and the following listed furniture and equipment:

Desk, Double Ped. 30 x 72 Inventory #81896
Mailing Machine, Pitney Bowes 59 Inventory #85131
Folding Machine, PD Electric 24844 Inventory #90093

This agreement shall begin on the 20th day of January, 1984, and shall continue for an indefinite period; however, either party hereto may terminate this agreement by giving 180 days notice to the other party. At the termination of this agreement, the two parties will mutually agree upon the disposition of all gift funds and property, if any, which have been acquired since the execution of this agreement with such gifts being retained either by the ASSOCIATION or transferred to the UNIVERSITY.

/s/ Bill Dean for Dr. David Carr
Chairman, Board of Directors
Texas Tech University
Ex-Student Association

/s/ Joe Pevehouse
Chairman, Board of Regents
Texas Tech University

AGREEMENT

STATE OF TEXAS
COUNTY OF LUBBOCK

PURSUANT to the Laws of the State of Texas, and in the continued Spirit of Cooperation between the Parties hereto and for the continued betterment of the Ranching Heritage Center, Texas Tech University, Lubbock, Texas, it is hereby agreed by and between Texas Tech University and the Ranching Heritage Association, the date below written, as follows:

I.

The Ranching Heritage Center is a facility of the State of Texas under the responsibility and authority of the Board of Regents of Texas Tech University; therefore, all planning and operations must be under the direct supervision of an employee responsible to the Board through the University administration. The Board of Regents has assigned this responsibility to the Director of the Museum. Only the Director of the Museum is authorized to make agreements for the temporary or permanent exhibit of objects at the Ranching Heritage Center. The management of such objects is under the control of the Director of the Museum.

The Ranching Heritage Association was organized to assist Texas Tech University in developing, interpreting, and maintaining interest in ranching history and in restoring and preserving items associated with ranching. The Ranching Heritage Association is a nonprofit organization supported by donations made directly to the Ranching Heritage Association. All of the permanent structures purchased by or donated to the Ranching Heritage Association for site development will eventually become the property of the State of Texas and is the responsibility of its agent, Texas Tech University. The salaries of all Association employees are paid by the Ranching Heritage Association through Texas Tech University's payroll system.

In consideration for the financial support provided by the Ranching Heritage Association, the Board of Regents authorizes the administration of the University to use state property and state employees to support activities of the Ranching Heritage Association provided that such use is under the general supervision of the Director of the Museum.

II.

In connection with the foregoing Section I, it is envisioned that additional permanent structures will be situated on the Ranching Heritage Center either by relocation from off premises and restoration of a pre-existent structure or a new construction of a structure on the Ranching Heritage Center.

Any additional structure to be placed at the Ranching Heritage Center or major revision to an existing structure must have the prior approval of first the President and then the Board of Regents. Major changes will be undertaken only after review of the project by the Presidential Facility Advisory Committee for the Ranching Heritage Center which is described in Section VIII.

Title to all permanent structures hereafter relocated on the Ranching Heritage Center site, purchased by or donated to the Ranching Heritage Association shall be and remain in the Ranching Heritage Association until completion of restoration and dedication of same whereupon then the Ranching Heritage Association shall convey said title to the State of Texas, which structures shall then be the responsibility of its agent, Texas Tech University. The Ranching Heritage Association will observe the procedures in Section II and IX in the procurement of all such structures.

III.

It is, however, understood and agreed that nothing in this Agreement shall restrict, control or affect the authority and right of the Ranching Heritage Association to accept and retain title to nonstructural personal property. However, nothing in this paragraph shall invalidate or supersede the terms of any other provision of this agreement.

IV.

During the term hereof, the Ranching Heritage Association agrees to provide Texas Tech University the names of its then current Board of Overseers, its Officers, its Executive Committee Members, and its Employees, whom it shall exclusively engage, remunerate, and terminate provided that the University President shall have the opportunity for providing advice and consultation in the process of selecting and evaluating the Executive Director.

V.

The Executive Director of the Ranching Heritage Association and the Director of the Museum will maintain an up-to-date agreement on the employees and property of Texas Tech University which the Ranching Heritage Association uses.

VI.

During the term hereof, the Ranching Heritage Association shall report to the President of Texas Tech University any known monetary enrichment of any officer or employee of Texas Tech University; this report shall include name, position, and the total value of the monetary enrichment received by each individual so named and in the event of gifts-in-kind, a similar listing of name, position, and total value of the gift shall be

submitted. The report herein referenced shall be submitted on or before April 1 of each year during the term hereof.

VII.

- (A) During the term hereof, Texas Tech University agrees that the Ranching Heritage Association shall continue to exclusively utilize as its office, and for purposes of the Cogdell General Store, the premises presently occupied in the DeVitt-Mallet Building, and premises so designated in that certain set of drawings covering the addition to the DeVitt-Mallet Building for which bids were opened September 14, 1983, provided that all functions conducted therein are for the stated purposes of both Texas Tech University and the Ranching Heritage Association.
- (B) During the term hereof, Texas Tech University agrees that the Ranching Heritage Association, shall, subject to the terms of this Agreement and subject to the general supervision of the Director of the Museum, continue to utilize the Ranching Heritage Center for the promotion of its corporate purposes, and specifically the Association may utilize the facility for conducting its meetings, both regular and special, membership and executive.
- (C) The Ranching Heritage Association may not formally or informally contract with any third party for the use of the facilities, personnel, or name of the University (including the Ranching Heritage Center) without the specific written consent of the President of the University.

VIII.

During the term hereof, the Ranching Heritage Association shall continue to exclusively manage, control, and supervise its property, and its monetary affairs, but shall within 30 days following printing submit to the President of Texas Tech University its annual Audit and Financial Statement in triplicate.

IX.

It is agreed by the Parties that immediately following execution of this Agreement that there shall be created a Presidential Facilities Advisory Committee for the Ranching Heritage Center consisting of the Director of the Museum (as Chairman), the Vice President for Academic Affairs, the Associate Vice President for Physical Plant, Director of Planning, the Director of the Ranching Heritage Association, the Chairman of the Board of Overseers, the President of the Ranching Heritage Association, and one additional member of the Board of Overseers appointed by the President of the Ranching Heritage Association. The purpose of this Committee will be to review all facility plans and changes and make recommendations to the President of the University. The Committee will operate only in an advisory capacity.

The Committee will specifically investigate and recommend the placement on the Ranching Heritage Center of all future structures; the Committee shall consider the availability of space within the present 14.68 acres of the Ranching Heritage Center: Whether the structure under consideration is within the scope of the purpose of the Ranching Heritage Center; Whether the structure under consideration is of suitable academic and historical significance so as to be suitable for placement on the premises; And, if funds are available to relocate or construct, display, and maintain the subject structure.

The issue of the placement of any permanent structure (i.e., on-site for more than 90 days) on the Ranching Heritage Center shall be presented to this Presidential Committee prior to formal contact, negotiation, or acceptance of such structure by either the Ranching Heritage Association, or Texas Tech University. All recommendations of the Committee shall be submitted in writing to the President of Texas Tech University with a copy to the President of the Ranching Heritage Association. The President may consider recommendations from other sources before making a recommendation to the Board of Regents. All negotiations and offers are handled by the Director of the Museum or by a representative approved by the Director or the President.

X.

During the term hereof, the Ranching Heritage Association shall be entitled to advise with the Director of the Museum regarding the operation of the Ranching Heritage Center to include the hours and dates of operation, exhibiting, and maintenance. Additionally, the Ranching Heritage Association shall be entitled to a voting member representative on the Museum Operations Advisory Committee or such other committee as may be created to consider, advise on and make recommendations for on-going operations of the Ranching Heritage Center.

THIS AGREEMENT shall continue from year to year, unless terminated by either Party hereto upon one hundred eighty (180) days written notice.

EXECUTED this _____ day of _____, _____.

ATTEST:

RANCHING HERITAGE ASSOCIATION

Jean Jones, Secretary

By: _____
Harold P. (Bo) Brown, Jr.
Chairman of the Board
of Overseers

By: _____
Sam Middleton, President
Ranching Heritage Association

TEXAS TECH UNIVERSITY

Freda Pierce, Secretary

By: _____
B. J. Pevehouse, Chairman
Board of Regents
Texas Tech University

By: _____
Lauro F. Cavazos, President
Texas Tech University

CERTIFICATE FOR
RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY GENERAL TUITION
REVENUE BONDS, SERIES 1984, \$1,500,000, AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

THE STATE OF TEXAS :
TEXAS TECH UNIVERSITY :

We, the undersigned officers of the Board of Regents of Texas Tech University, hereby certify as follows:

1. The Board of Regents of Texas Tech University convened in REGULAR MEETING ON THE 20TH DAY OF JANUARY, 1984, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Freda Pierce, Secretary
John Birdwell
J. Fred Bucy
Rex Fuller
Larry D. Johnson

Joe Pevehouse, Chairman
Anne W. Sowell, Vice Chairman
Jerry Ford
Nathan C. Galloway, M.D.
Wesley W. Masters

and all of said persons were present, except the following absentees: J. Fred Bucy, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY GENERAL TUITION REVENUE BONDS, SERIES 1984, \$1,500,000, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO was duly introduced for the consideration of said Board and duly read. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of said Board shown
present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; and that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Vernon's Ann. Civ St. Article 6252-17.

SIGNED AND SEALED the 20th day of January, 1984.

Secretary

Chairman

(SEAL)

RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY GENERAL TUITION
REVENUE BONDS, SERIES 1984, \$1,500,000, AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, the Board of Regents of Texas Tech University, acting separately and independently for and on behalf of Texas Tech University, and separately and independently for and on behalf of Texas Tech University Health Sciences Center at Lubbock, is authorized to issue the bonds hereinafter authorized pursuant to Chapter 55, Texas Education Code.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY THAT:

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bond or bonds of the Board of Regents of Texas Tech University (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$1,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, PURCHASE, CONSTRUCT, IMPROVE, ENLARGE, AND/OR EQUIP PROPERTY, BUILDINGS, STRUCTURES, AND FACILITIES FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT LUBBOCK.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Resolution shall be designated: "BOARD OF REGENTS OF TEXAS TECH UNIVERSITY GENERAL TUITION REVENUE BOND, SERIES 1984", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Resolution shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND.

(a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated FEBRUARY 1, 1984, in the denomination and aggregate principal amount of \$1,500,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit:

DEAN WITTER REYNOLDS, INC.,
or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bond to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL BOND set forth in this Resolution.

(b) The Initial Bond (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Resolution.

Section 4. INTEREST. The unpaid principal balance of the Initial Bond shall bear interest from the date of the Initial Bond to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Bond, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL BOND set forth in this Resolution.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

FORM OF INITIAL BOND

NO. R-1

\$1,500,000

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY
GENERAL TUITION REVENUE BOND
SERIES 1984

THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY (the "Issuer"), being an agency of the State of Texas, hereby promises to pay to

DEAN WITTER REYNOLDS, INC.,
or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

\$1,500,000

(ONE MILLION FIVE HUNDRED THOUSAND DOLLARS)

in annual installments of principal due and payable on APRIL 1 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
1985	\$30,000	1995	\$ 75,000
1986	35,000	1996	85,000
1987	35,000	1997	90,000
1988	40,000	1998	100,000
1989	45,000	1999	115,000
1990	45,000	2000	120,000
1991	55,000	2001	135,000
1992	55,000	2002	145,000
1993	65,000	2003	160,000
1994	70,000		

and to pay interest, from the date of this Bond hereinafter stated, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1985;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1986;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1987;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1988;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1989;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1990;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1991;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1992;
- 10.25% per annum on the above installment of principal due and payable on APRIL 1, 1993;
- 9-5/8% per annum on the above installment of principal due and payable on APRIL 1, 1994;
- 8.90% per annum on the above installment of principal due and payable on APRIL 1, 1995;
- 9.00% per annum on the above installment of principal due and payable on APRIL 1, 1996;
- 9.10% per annum on the above installment of principal due and payable on APRIL 1, 1997;
- 9.20% per annum on the above installment of principal due and payable on APRIL 1, 1998;
- 9.30% per annum on the above installment of principal due and payable on APRIL 1, 1999;
- 9.40% per annum on the above installment of principal due and payable on APRIL 1, 2000;
- 9.50% per annum on the above installment of principal due and payable on APRIL 1, 2001;
- 9.60% per annum on the above installment of principal due and payable on APRIL 1, 2002;
- 8.25% per annum on the above installment of principal due and payable on APRIL 1, 2003,

with said interest being payable on OCTOBER 1, 1984, and semi-annually on each APRIL 1 and OCTOBER 1 thereafter while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through the services of FIRST CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/ Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and

Sinking Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, PURCHASE, CONSTRUCT, IMPROVE, ENLARGE, AND/OR EQUIP PROPERTY, BUILDINGS, STRUCTURES, AND FACILITIES FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT LUBBOCK.

ON APRIL 1, 1994, or on any interest payment date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the particular portion of this Bond to be prepaid or redeemed shall be selected and designated by the Issuer (provided that a portion of this Bond may be redeemed only in an integral multiple of \$5,000), at the prepayment or redemption price (expressed as a percentage of principal amount) applicable to the date of redemption, as set forth in the following schedule, plus accrued interest to the date fixed for prepayment or redemption:

<u>Redemption Dates</u>	<u>Redemption Prices (%)</u>
April 1, 1994 through October 1, 1995	101
April 1, 1996 through October 1, 1996	100.75
April 1, 1997 through October 1, 1997	100.50
April 1, 1998 through October 1, 1998	100.25
April 1, 1999 and thereafter	100

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Bond or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Bond or any portion hereof.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Resolution, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND RESOLUTION, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted,

subsequently, as provided in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", as defined in the Bond Resolution, which include specified "Pledged General Tuition" imposed on students enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, a student "Administration Use Fee" at Texas Tech University and Texas Tech University Health Sciences Center at Lubbock, and certain interest and investment income, all as further defined in the Bond Resolution.

THE ISSUER has reserved the right, subject to the restriction stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the "Pledged Revenues" on a parity with this Bond.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual signature of the Chairman of the Issuer and countersigned with the manual signature of the Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Bond, and has caused this Bond to be

dated FEBRUARY 1, 1984.

Secretary, Board of Regents
Texas Tech University

Chairman, Board of Regents
Texas Tech University

(BOARD
SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE BONDS.
Registration and Transfer. (a) The Issuer shall keep or cause to be kept at the principal corporate trust office of FIRST CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, (the "Paying Agent/Registrar") books or records of the registration and transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the

initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered

owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Resolution.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled

Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Resolution is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed a certificate, in the form substantially as follows:

"PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

FIRST CITY NATIONAL BANK OF AUSTIN,
AUSTIN, TEXAS
Paying Agent/Registrar

Dated

By _____
Authorized Representative"

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Vernon's Ann. Tex. Civ. St. Art. 717k-6, and particularly Section 6 thereof, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to

make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Resolution.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Resolution.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States Mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying

Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

FORM OF SUBSTITUTE BOND

NO. _____ UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS \$ _____
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY
GENERAL TUITION REVENUE BOND
SERIES 1984

INTEREST RATE _____ MATURITY DATE _____ CUSIP NO. _____
_____ % _____

ON THE MATURITY DATE specified above the BOARD OF REGENTS OF TEXAS TECH UNIVERSITY (the "Issuer"), being an agency of the State of Texas, hereby promises to pay to

_____ or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of _____

and to pay interest thereon from FEBRUARY 1, 1984, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable on OCTOBER 1, 1984, and semiannually on each APRIL 1 and OCTOBER 1 thereafter, except that if the date of authentication of this Bond is later than SEPTEMBER 15, 1984, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of FIRST CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Bonds (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at

the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated FEBRUARY 1, 1984, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, PURCHASE, CONSTRUCT, IMPROVE, ENLARGE, AND/OR EQUIP PROPERTY, BUILDINGS, STRUCTURES, AND FACILITIES FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT LUBBOCK.

ON APRIL 1, 1994, or on any interest payment date thereafter, the Bonds of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption, as set forth in the following schedule, plus accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price (%)</u>
April 1, 1994 through October 1, 1995	101
April 1, 1996 through October 1, 1996	100.75
April 1, 1997 through October 1, 1997	100.50
April 1, 1998 through October 1, 1998	100.25
April 1, 1999, and thereafter	100

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be published once in a financial publication, journal, or reporter of general circulation among securities dealers in The City of New York, New York (including, but not limited to, The Bond Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Bond Reporter). Such notice also shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and it is hereby specifically provided that the publication of such notice as required above shall be the only notice actually required in connection with or as a

prerequisite to the redemption of any Bonds or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/-Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", as defined in the Bond Resolution, which include specified "Pledged General Tuition" imposed on students enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, a student "Administration Use Fee" at Texas Tech University and Texas Tech University Health Sciences Center at Lubbock, and certain interest and investment income, all as further defined in the Bond Resolution.

THE ISSUER has reserved the right, subject to the restriction stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the "Pledged Revenues" on a parity with this Bond and series of which it is a part.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly

recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the facsimile signature of the Chairman of the Issuer and countersigned with the facsimile signature of the Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)	(facsimile signature)
Secretary, Board of Regents, Texas Tech University	Chairman, Board of Regents, Texas Tech University

(BOARD SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

FIRST CITY NATIONAL BANK OF AUSTIN,
AUSTIN, TEXAS
Paying Agent/Registrar

Dated _____ By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

(print or type the name and
address of the assignee and
any other relevant information)

and authorizes the Paying Agent/Registrar to transfer the registration of this Bond in the Registration Books.

Dated _____
Registered Owner

The signature above is hereby verified as true and genuine.

Section 8. DEFINITIONS. (a) That as used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The terms "Bond Resolution" and "Resolution" mean this resolution authorizing the Bonds.

The term "Parity Bonds" shall mean collectively the Board of Regents of Texas Tech University General Tuition Revenue Bonds, Series 1972, authorized by resolution of the Issuer on February 11, 1972 (the "Series 1972 Bonds"), the Board of Regents of Texas Tech University General Tuition Revenue Bonds, Series 1972-A, authorized by resolution of the Issuer on May 12, 1972 (the "Series 1972-A Bonds"), the Board of Regents of Texas Tech University General Tuition Revenue Bonds, Series 1974, authorized by resolution of the Issuer on May 7, 1974 (the "Series 1974 Bonds"), and the Board of Regents of Texas Tech University General Tuition Revenue Bonds, Series 1984, authorized by this Resolution (the "Bonds").

The term "Bonds" means collectively the Initial Bond as described and defined in Section 1 of this Resolution, and all substitute bonds authenticated and delivered in exchange therefor and all other substitute bonds and replacement bonds issued pursuant to this Resolution.

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in this Resolution.

The term "Pledged General Tuition" shall mean all of the aggregate amount of student tuition charges now or hereafter required or authorized by law to be imposed on students enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, but specifically excluding and excepting (1) the amount of tuition scholarships provided for by law, and (2) the following amount of such student tuition charges at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, which previously has been or hereafter may be pledged to the payment of other bonds (excepting the Parity Bonds and Additional Bonds) issued by the Issuer:

- (a) \$5.00 per regular semester and summer session for each student enrolled for 12 or more Semester Credit Hours; and
- (b) \$0.42 per Semester Credit Hour per regular semester and summer session for each student enrolled for less than 12 Semester Credit Hours;

and Section 55.17 (e) (2) of the Texas Education Code provides, and it is hereby covenanted, that the aggregate amount of student tuition charges which are now required or authorized by law to be imposed, and which are pledged to the payment of any of the Parity Bonds pursuant to this Resolution, and the resolutions authorizing the other Parity Bonds, shall never be reduced or abrogated while such obligations are outstanding; it being further covenanted that the aggregate amount of student tuition charges now required or authorized by law to be imposed on students enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock are set forth in Chapter 54 of the Texas Education Code, as amended, to which Chapter reference is hereby made for all purposes.

The term "Received Tuition" shall mean the aggregate amount of all student tuition charges actually received by Texas Tech University and the Texas Tech University Health Sciences Center at Lubbock during any fiscal year, or during any twelve consecutive calendar month period, after deducting from such aggregate amount (1) the amount of tuition scholarships provided by law, and (2) the amount of such student tuition charges which has been pledged to the payment of other

bonds (excepting the Parity Bonds and Additional Bonds) issued by the Issuer.

The term "Administration Use Fee" shall mean the gross collections of a special fee to be fixed, charged, and collected from all students (excepting those exempt as now provided by law) regularly enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, for the use and availability of the principal general administration building, and all general administration and student services facilities provided therein, at each such institution, respectively, in the manner and to the extent provided in this Resolution.

The term "Pledged Revenues" shall mean collectively (a) the Pledged General Tuition, (b) the Administration Use Fee, (c) all debt service subsidy and interest grants received from the United States Government in connection with the Parity Bonds and Additional Bonds, (d) all interest and investment income derived from the deposit and investment of moneys credited to the Revenue Fund, the Interest and Sinking Fund, and the Reserve Fund, and (e) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Parity Bonds or the Additional Bonds.

(b) That the Series 1984 Bonds are "Additional Bonds" as permitted by Sections 19 through 21 of the resolution adopted by the Issuer on February 11, 1972, authorizing the issuance of the Series 1972 Bonds; and it is hereby determined, declared, and resolved that the Series 1972 Bonds, the Series 1972-A Bonds, the Series 1974 Bonds, and the Bonds are and shall be secured and payable equally and ratably on a parity, and that Sections 8 through 24 of this Resolution are supplemental to and cumulative of Sections 6 through 22 of the resolution authorizing the issuance of the Series 1972 Bonds, as supplemented by the resolutions authorizing the Series 1972-A Bonds and the Series 1974 Bonds, with Sections 8 through 24 of this Resolution being applicable to all of the Series 1972 Bonds, the Series 1972-A Bonds, the Series 1974 Bonds, and the Bonds (herein collectively called the "Parity Bonds").

Section 9. (a) That the Issuer covenants and agrees to fix, levy, charge, and collect a uniform Administration Use Fee from all students (excepting those exempt as now provided by law) regularly enrolled at Texas Tech University and at the Texas Tech University Health Sciences Center at Lubbock, respectively, at each regular fall and spring semester and at each term of each summer session, for the use and availability of the principal general administration building, and all general administration and student services facilities provided therein, at each such institution, respectively, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund and the Reserve Fund in connection with the Parity Bonds and any Additional Bonds.

(b) That the Administration Use Fee shall be fixed, levied, charged, and collected, if, when, and as required by this Section; and the Administration Use Fee shall be increased if and when required by this Section, and may be decreased or abrogated, so long as all Pledged Revenues are sufficient to provide the money for making all deposits required to be made

to the credit of the Interest and Sinking Fund and Reserve Fund in connection with the Parity Bonds and any Additional Bonds. All changes in such Administration Use Fee shall be made by resolution of the Issuer, but such procedures shall not constitute or be regarded as an amendment of this Resolution, but merely the carrying out of the provisions hereof.

(c) It is specifically found and determined by the Issuer that the Bonds are issued pursuant to applicable Sections of the Texas Education Code, including specifically Section 55.17 thereof, to be secured by a pledge of an unlimited use fee (the Administration Use Fee), and that (1) the estimated maximum amount per semester hour of the pledged Administration Use Fee (based on current enrollment and conditions) during any future semester necessary to provide for the payment of the principal of and interest on the Parity Bonds when due, together with (2) the aggregate amount of all use fees which were levied on a semester hour basis for the current semester to pay the principal of and interest on all previously issued bonds, do not exceed \$6.00 per semester hour. In arriving at the foregoing conclusion the Issuer estimates that it never will be necessary to levy any part of the Administration Use Fee in connection with the Bonds because the Pledged General Tuition will be more than sufficient to make all deposits required by this Resolution with respect to the Interest and Sinking Fund and the Reserve Fund.

Section 10. That the Parity Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from a first lien on and pledge of the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Interest and Sinking Fund and the Reserve Fund as provided in this Resolution.

Section 11. That there has been created and established on the books of the Issuer a separate account or accounts which individually or collectively shall be known as the "Revenue Fund", and the creation and establishment of said Revenue Fund is hereby confirmed. All collections of Pledged Revenues, except the interest and investment income derived from the deposit and investment of moneys credited to the Interest and Sinking Fund and the Reserve Fund, shall be credited to the Revenue Fund immediately upon receipt.

Section 12. That to pay the principal of and interest on all outstanding Parity Bonds and any Additional Bonds, as the same come due, there has been created and established at an official depository of the Issuer (which depository must at all times be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "General Tuition Revenue Bonds Interest and Sinking Fund" (herein called the "Interest and Sinking Fund"), and the creation and establishment of said Interest and Sinking Fund is hereby confirmed.

Section 13. That there has been created and established at an official depository of the Issuer (which depository must at all times be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "General Tuition Revenue Bonds Reserve Fund" (herein called the "Reserve Fund"), and the creation and establishment of said Reserve Fund is hereby confirmed. The Reserve Fund shall be used finally in retiring the last of the outstanding Parity Bonds and Additional Bonds, or for paying principal of and interest on any outstanding Parity Bonds and Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is insufficient for such purpose.

Section 14. (a) That money in any Fund maintained pursuant to this Resolution may, at the option of the Issuer, be placed in time deposits or invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, and evidences of indebtedness of the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, or Federal National Mortgage Association; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investment shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

(b) That money in all Funds maintained pursuant to this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Issuer, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 15. (a) That it is hereby declared and confirmed that all deposits required by the resolutions adopted February 11, 1972, May 12, 1972, and May 7, 1974, authorizing the issuance of the Series 1972 Bonds, the Series 1972-A Bonds, and the Series 1974 Bonds, respectively, to be deposited into the Interest and Sinking Fund and the Reserve Fund, with respect to the Series 1972 Bonds, the Series 1972-A Bonds, and the Series 1974 Bonds, have been duly made; and it is further resolved that all accrued interest and any premium received as part of the proceeds from the sale and delivery of the Initial Bond shall be deposited immediately to the credit of the Interest and Sinking Fund.

(b) That the Issuer shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Interest and Sinking Fund the amounts, at the times, as follows:

(1) on or before March 25, 1984, and semi-annually on or before each September 25th and March 25th thereafter, an amount which will be sufficient, together with other monies, if any, then on hand therein and available for such purpose, to pay the interest scheduled to accrue and come due on the Parity Bonds on the next succeeding interest payment date; and

(2) on or before March 25, 1984, and semi-annually on or before each September 25th and March 25th thereafter, an amount equal to one-half of the principal scheduled to mature and come due on the Parity Bonds on the next succeeding principal maturity date.

Section 16. That the Reserve Fund now contains an amount of money and investments equal in market value to not less than \$2,308,000. On or before March 25, 1984, and semiannually on or before each September 25th and March 25th thereafter, the Issuer shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund at least such amounts, in approximately equal semiannual installments, as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the other Parity Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of sixty months after February 1, 1984, a total amount of money and investments at

least equal in market value to the average annual principal and interest requirements of all of the Parity Bonds; provided, however, that when the money and investments in the Reserve Fund are at least equal in market value to the amount of the average annual principal and interest requirements of all of the Parity Bonds, then such deposits may be discontinued, unless and until the Reserve Fund should be depleted to less than said amount in market value, in which case said deposits shall be resumed and continued until the Reserve Fund is restored to said amount; and so long as the Reserve Fund contains said amount, any surplus in the Reserve Fund over said amount immediately shall be deposited to the credit of the Interest and Sinking Fund.

Section 17. (a) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) That immediately following each required semiannual deposit from the Revenue Fund to the credit of the Interest and Sinking Fund and the Reserve Fund, as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, all remaining surplus Pledged Revenues then on deposit to the credit of the Revenue Fund may be used by the Issuer for any lawful purpose. It is specifically covenanted and agreed, however, that none of the Pledged Revenues in the Revenue Fund (including especially the Pledged General Tuition) will be released from the control of the Issuer, deposited into the State Treasury of the State of Texas, or otherwise expended or disposed of, until after each such required semiannual deposit from the Revenue Fund has been made to the credit of the Interest and Sinking Fund and the Reserve Fund.

Section 18. On or before the last day of March, 1984, and semiannually on or before the last day of each September and of each March thereafter while any of the Parity Bonds or Additional Bonds are outstanding and unpaid, the Issuer shall make available to the paying agents therefor, out of the Interest and Sinking Fund, and/or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Parity Bonds and Additional Bonds as will accrue or mature on the April 1st or October 1st immediately following. The paying agents shall totally destroy all paid Parity Bonds and Additional Bonds, and interest coupons, if any, appertaining thereto, and shall furnish the Issuer with an appropriate certificate of destruction.

Section 19. That at such times as the aggregate amount of money and investments in the Interest and Sinking Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Parity Bonds and Additional Bonds, plus (2) the aggregate amount of all unpaid (unmatured and matured) outstanding interest payable on such Parity Bonds and Additional Bonds, no further deposits need be made into the Interest and Sinking Fund or Reserve Fund. In determining the amount of such Parity Bonds and Additional Bonds, and interest payable thereon outstanding at any time, there shall be subtracted and excluded the amount of any such Parity Bonds and Additional Bonds, and interest payable with respect thereto, which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents therefor sufficient, including any required redemption premium, for such redemption.

Section 20. That the Parity Bonds and any Additional Bonds, and the interest thereon will constitute special obligations of the Issuer payable solely from the Pledged Revenues, and the owners of the Parity Bonds and Additional Bonds shall never have the right to demand payment of the principal of or interest thereon out of funds raised or to be raised by taxation.

Section 21. That the Issuer shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in any amounts, for any lawful purpose, and to refund any Parity Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Parity Bonds, and all other outstanding Additional Bonds, by a first lien on and pledge of the Pledged Revenues.

Section 22. (a) The Interest and Sinking Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Parity Bonds. However, each resolution under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Issuer shall transfer from said Pledged Revenues and deposit to the credit of the Reserve Fund at least such amounts, in approximately equal semiannual installments, as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the Parity Bonds and any other outstanding Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of not to exceed sixty months after the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of all Parity Bonds and Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on April 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on April 1 and October 1.

Section 23. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of Texas Tech University signs a written certificate to the effect that the Issuer is not in default as to any covenant, condition, or obligation in connection with all outstanding Parity Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be therein.

(b) The State Auditor of the State of Texas, or a certified public accountant, signs a written certificate to the

effect that, during either the next preceding Texas Tech University fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the adoption of the resolution authorizing the issuance of the then proposed Additional Bonds, either the Pledged Revenues were, or the Received Tuition was, at least equal to 1.25 times the average annual principal and interest requirements of all Parity Bonds and Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

Section 24. The Issuer further covenants and agrees that:

(a) It will fix, impose, charge, and collect all Pledged General Tuition; and will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Bonds, and in each and every Parity Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Parity Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Parity Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited into the pledged Revenues the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund; and any holder of the Parity Bonds or Additional Bonds may require the Issuer, its officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its officials and employees, or any appropriate official of the State of Texas.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Parity Bonds; that all action on its part for the creation and issuance of the Parity Bonds has been duly and effectively taken, and that the Parity Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) It lawfully owns and is lawfully possessed of the lands, buildings, and facilities constituting Texas Tech University and the Texas Tech University Health Sciences Center at Lubbock, and has a good and indefeasible estate in such lands, buildings, and facilities in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the holders and owners of the Parity Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the campuses, buildings, and facilities of Texas Tech University and the Texas Tech University Health Sciences Center at Lubbock, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be

fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) That it will continuously and efficiently operate and maintain in good condition, and at a reasonable cost, Texas Tech University and the Texas Tech University Health Sciences Center at Lubbock, and the facilities and services thereof, so long as any Parity Bonds or Additional Bonds are outstanding.

(f) That while the Parity Bonds or any Additional Bonds are outstanding and unpaid, the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Resolution in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(h) That each year while any of the Parity Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or any certified public accountant, such audit to be based on the fiscal year of Texas Tech University. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Issuer, a copy of such audit for the preceding fiscal year shall be mailed to all bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(i) That the Issuer covenants that it will not permit to be deposited to the credit of any of the Funds created by this Resolution, or applied to the payment of the principal of or interest on the Parity Bonds or any Additional Bonds, any proceeds from any grant, subsidy, donation, or income received from the United States Government, whether pursuant to agreement or otherwise, if such deposit or application would result in interest payable on the Parity Bonds or Additional Bonds being includable in whole or in part in gross income for Federal income tax purposes.

(j) That the Issuer covenants that it will comply with all of the terms and conditions of any and all grant or subsidy agreements applicable to the Parity Bonds or Additional Bonds entered into between the Issuer and any governmental agency in connection with any grant or debt service subsidy; and the Issuer will take all action necessary to enforce said terms and conditions.

Section 25. DEFEASANCE OF BONDS. (a) The Initial Bond and each of the other Bonds (as hereinbefore defined) and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of

this Resolution, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues as provided in this Resolution, and such principal and interest shall be payable solely from such money or Government Obligations.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/Registrar which is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer.

(c) The term "Government Obligations" as used in this Section shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

Section 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to

the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) Issuer for Issuing Replacement Bonds. In accordance with Section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section of this Resolution shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(d) of this Resolution for Bonds issued in conversion and exchange for other Bonds.

Section 27. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, AND CUSIP NUMBERS. The Chairman of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Parity Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

Section 28. NO ARBITRAGE. The Issuer covenants to and with the registered owners of the Bonds that it will make no use of the proceeds of the Bonds at any time throughout the term of this issue of Bonds which, if such use had been reasonably expected on the date of delivery of the Bonds to and

payment for the Bonds by the purchasers, would have caused the Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Issuer is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Issuer further covenants that the proceeds of the Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 29. SALE OF INITIAL BOND. The Initial Bond is hereby sold and shall be delivered to Dean Witter Reynolds, Inc., for cash for the par value thereof and accrued interest thereon to date of delivery. It is hereby officially found, determined, and declared that the Initial Bond has been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement dated January 3, 1984, prepared and distributed in connection with the sale of the Initial Bond. Said Official Notice of Sale and Bidding Instructions and Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the Issuer, and their use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Issuer.

Section 30. FURTHER PROCEDURES. The Chairman of the Issuer, the Secretary of the Issuer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Resolution, the Bonds, the sale of the Bonds, and the Notice of Sale and Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

TRAFFIC AND PARKING REGULATIONS

1984 - 1985

I. Introduction

These regulations are established by the University to facilitate the safe and orderly conduct of University business and to provide parking space as conveniently as possible within the limits of space available. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty--

- A. The governing board of each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys and any other institutional property under its control including, but not limited to, the following:
 - 1. limiting the rate of speed;
 - 2. assigning parking spaces and designating parking areas and their use and assessing a charge for parking;
 - 3. prohibiting parking as it deems necessary;
 - 4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and,
 - 5. instituting a system of registration for vehicle identification including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

IV. General Regulations for Traffic and Parking

- A. The University makes every effort to provide protection to vehicles parking on campus, but cannot assume responsibility for any loss.

- B. The person to whom a vehicle is registered with the University maintains non-transferable parking privileges and is responsible for all violations of the parking rules.
- C. Pedestrians will be given the right-of-way at all times.
- D. No person shall drive, cause or permit a vehicle to be driven on the campus of Texas Tech University or Texas Tech University Health Sciences Center at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the limits herein specified shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:
 - 1. Twenty miles per hour on the campus, unless otherwise posted.
 - 2. Where any street, drive or roadway, or portion thereof, reveals a faster speed than 20 miles per hour is unlawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed specified is not reasonable and prudent and that it is unlawful.
 - 3. Ten miles per hour on any parking lot on the campus.
- E. The campus is defined as all lands owned by the University within the City of Lubbock, Texas. This area is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech University parking permit will be issued a campus citation which may be changed, at the discretion of the University, to a Court Appearance citation.
- F. These regulations apply to all persons who operate vehicles on campus.
- G. The Chief of Police and the Traffic and Parking Coordinator are responsible for the enforcement and implementation of these regulations and shall use their judgment in their interpretation.

V. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, each member of the University community must obtain, in his or her name, a vehicle registration permit. No person may register a vehicle in his or her name which belongs to another student, faculty or staff member. Operation of a vehicle without a permit is a violation of the Code of Student Affairs and University Policy.
- B. Students are required to register each motor vehicle to be operated on campus at the time they register for school or at the time they commence operating a vehicle on campus.
- C. Faculty and staff shall register their vehicles on or before the date they commence operating a vehicle on campus. Upon termination of employment with the University, an employee's parking privileges shall be cancelled. If the decal(s) is returned to the Office of the Traffic and Parking Coordinator, the refund in effect at the time it is returned will be issued.

- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two vehicles registered, and if both vehicles are on campus at the same time, the vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.
- E. Any person giving false information, or failing to complete the vehicle registration form, is subject to appropriate disciplinary action and revocation of parking privileges.
- F. Parking permits must be permanently affixed to the front windshield immediately above or adjacent to the Texas Inspection Sticker (lower corner-driver's side). All permits are self-adhering and application in any other manner will subject the vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the vehicle of record.
- G. Replacement permits will be issued when identifiable remnants of the permit or proof of loss or destruction of the permit are provided. A fee of \$1.00 will be charged for each replacement permit.
- H. Faculty and staff who hold reserved parking permits may obtain one duplicate permit at no additional charge. Additional permits will be \$1.00 each. Exceptional circumstances may warrant the issuance of a duplicate permit to a vehicle operated by a person other than the holder of the reserved space. Such an arrangement must be authorized by the Traffic and Parking Coordinator. Duplicate permits do not allow for more than one vehicle to be on campus during the reserved period.
- I. Texas Tech University Health Sciences Center reserved permits will be honored on campus in Visitor and Time Limit spaces. University reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official University business only.

VI. Types of Parking Permits (See Map for Areas)

- A. Reserved space permits are issued to full-time faculty and staff and part-time staff not enrolled as students. Individuals eligible for reserved parking are encouraged to form car pools. Up to six decals will be issued to car pool participants for the same parking space. Parking of vehicles with car pool decals is restricted to the reserved space assigned and only one of the car pool vehicles may be on campus at any given time. Any remaining space after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate the regular faculty and staff requirements. Nine-month parking permits will not be issued to staff members holding twelve-month appointments.

1. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:00 a.m. to 5:30 p.m., Monday through Friday, during the long academic session. During the summer sessions, hours are from 7:00 a.m. to 3:00 p.m., Monday through Friday, on the main campus. The Health Sciences Center hours are from 7:00 a.m. to 5:30 p.m., Monday through Friday, year-round.
 2. In certain designated reserved lots, a limited number of parking spaces are reserved after 5:30 p.m., Monday through Friday, for use by any reserved permit holder. Residence Halls staff living in the residence halls will be provided parking spaces that are reserved 24 hours daily.
 3. Access to the campus during the hours that parking spaces are reserved is restricted to vehicles with reserved space parking permits.
- B. Reserved area permits are issued for either of two locations: The Physical Plant (R-18) or the Health Sciences Center (MS-). R-18 permits will be issued to faculty, staff and part-time staff enrolled as students as space is available.
- C. Residence hall permits will be issued to residents for their vehicles only. The permit is valid from 7:00 a.m. to 5:30 p.m., Monday through Friday, for the designated residence hall lot only. Excess residence hall vehicles will be issued commuter permits until the residence hall lot has available space. A student changing residence halls or moving off-campus must exchange his permit at the Traffic and Parking Office.
- D. Commuter permits will also be issued for vehicles belonging to students not residing in on-campus residence halls and to students residing in the residence halls until space becomes available in the residence hall lot.
1. Parking is available in four [~~three~~] paved and one unpaved University lots.
 2. When not in use for programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available.
 3. Commuter parking east of Jones Stadium is available at all times except the day of home football games.
 4. Commuter-Carpool permits are available at commuter rates for groups of 3 to 6 students. Carpool permits are valid only for designated commuter-carpool spaces and do not permit either commuter area parking or more than one vehicle on campus at any given time.

- E. Persons with physical disabilities will be issued parking permits to assist them. Disability will be determined by Disabled Student Services in the Dean of Students Office in conjunction with Student Health. Sufficient documentation of disability must be provided to the Dean of Students Office. ~~[Sufficient documentation of disability must be provided to the staff of Student Health for review.]~~ Limited parking space necessitates restriction of permits to those most seriously handicapped.
1. Persons with disabilities identified as most severe will be provided parking permits to enable them to park in areas designated for the handicapped. These handicapped areas are reserved 24 hours daily.
 2. Persons with disabilities identified as less severe will be accommodated with available parking in proximity to their need.
- F. Motorcycle permits will be issued to allow parking of motorcycles or mopeds in designated two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender or shock absorbers.
- G. Temporary permits will be issued for \$1.00 per week for area parking and \$2.00 per week for reserved space parking. Temporary permits are not refundable.
- H. Summer school permits will be issued to students attending one or both sessions. Students may utilize residence hall parking not in use during summer sessions; however, time limit and reserved areas continue to be enforced.
- I. Students bringing a new vehicle on campus on a weekend are to report to the University Police. A temporary permit valid from 5:00 p.m., Sunday, until 5:00 p.m., Monday, will be issued. This permit will allow students sufficient time to register their new vehicle in accordance with these regulations.
- J. Inoperable vehicles are to be reported to the University Police. Operators should identify their problem and follow the instructions given by the University Police.

VII. Visitor and Time Limit

- A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the campus during the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays. Visitor passes may be obtained at any entry station.
1. A visitor is defined as an individual with no official connection with Texas Tech University as a student, faculty or staff member.

2. Visitors parked in areas not designated for visitor parking are subject to receiving a campus citation and being towed and impounded at the owner's expense.

B. Time limit parking areas are designated as such and are enforced from 7:00 a.m. to 5:30 p.m., Monday through Friday, unless otherwise posted.

VIII. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons. Individuals may enter the campus at University Avenue and 15th Street and proceed directly to the lots adjacent to the Bookstore. Parking is limited to 30 minutes.

IX. Motorcycles, Mopeds and Bicycles

A. In the State of Texas, motorcycles, mopeds and bicycles are subject to the same rules and regulations as automobiles. Operators are subject to a moving violation, to be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas, for failing to comply with the Official Texas Motor Vehicles Law Booklet.

B. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles.

C. Bicycles should be parked in racks whenever available. Use of shrubs, trees or any architectural structures to secure bicycles may result in said bicycles being impounded by the University Police Department at the owner's expense.

D. Bicycles abandoned and impounded will be charged a storage fee of \$1.00 per week commencing 72 hours after impoundment. The maximum storage fee to be charged is \$3.00 per month.

E. No person shall operate a bicycle upon a sidewalk or sidewalk area.

F. Bicycle registration is conducted free of charge, 24 hours a day, at the University Police Department.

G. Bicycles are not permitted in classroom buildings. Any bicycle found in a classroom building will be impounded by the University Police at the owner's expense.

X. Rules and Regulations

A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs or other types of barriers.

- B. The absence of "No Parking" signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.
- C. The following illegal parking acts may result in a citation being issued:
 - 1. Parking in non-designated areas.
 - 2. Parking permit not properly installed.
 - 3. Parking permit on vehicle other than authorized.
 - 4. Falsifying, reproducing or altering parking permit.
 - 5. Parking in No Parking Zone.
 - 6. Parking in service drives or access drives to parking lots.
 - 7. Unauthorized parking in reserved parking lots.
 - 8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
 - 9. Parking overtime.
 - 10. Parking in a striped zone.
 - 11. Parking a vehicle with any part thereof extending across a line.
 - 12. Parking in 24-Hour Reserved Zones without proper permit.
 - 13. Parking on wrong side of street facing oncoming traffic.
 - 14. Parking without a valid permit.
 - 15. Parking in a Tow-Away Zone.
 - 16. Other parking violations as defined on the face of the citation.

D. Moving Violations

- 1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state. Article 51.201, Texas Education Code. All violations as set forth above may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
- 2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas, may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
- 3. It shall be unlawful for any person to drive, operate, push, park or leave standing a motor vehicle on any area of the campus not designed for driving such a motor vehicle.
- 4. It shall be unlawful for any person to drive by, through or beyond a barricade or roadblock that is lawfully erected.

XI. Resolving Citations

- A. Citations for other than handicapped parking violations may be resolved in one of the following ways:
 - 1. Pay a \$7.00 service fee for each citation. If payment is made within ten calendar days, the fee will be \$5.00.

2. Voluntarily surrender a valid parking permit to the Traffic and Parking Office and request to lose all privileges of parking on campus for a period of 30 days for each citation. Upon completion of the surrender period, the permit will be replaced for a \$1.00 fee. Only citations bearing the individual's permit number may be resolved in this manner. Revoked permits may not be surrendered to resolve citations.
 3. Appeal the citation in writing, within ten calendar days of the alleged violation, to the Office of the Traffic and Parking Coordinator.
- B. Citations for illegally parking in a handicapped parking space may be resolved as follows:
1. Pay a \$25.00 service fee for each citation. If payment is not made within ten calendar days, the fee will be \$30.00.
 2. Voluntary surrender of a valid parking permit cannot be used to resolve the citation.
 3. Appeal the citation within ten calendar days of the alleged violation to the Office of the Traffic and Parking Coordinator.
- C. The Vice President for Finance and Administration shall provide an equitable and efficient appeals process through the establishment of the Parking Violation Appeals and Parking Policy Advisory Committee. Written appeals will be provided to the Appeals Committee by the Traffic and Parking Coordinator when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of 20 days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved in the Traffic and Parking Coordinator's Office will be overdue. Overdue citation(s) will subject the permit holder's vehicle(s) to towing and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration or other services at Texas Tech University. Parking and other restricted services will be restored when all overdue citations have been resolved.
- E. Notice of violation for vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Highways, Motor Vehicle Division.
- F. Overdue citations may be changed to Court Appearance citations at the discretion of the University. Upon issuance of the Court Appearance citation, the University citation will be cancelled. Such Court Appearance citations will be processed in the appropriate court of record as provided by law.

G. Six valid violations of the Traffic and Parking Regulations within the academic year will result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days, the individual's parking privileges are restored, a single violation of the Regulations will result in permanent revocation for the academic year.

1. All service fees must be paid before any parking privileges are restored.
2. The reinstatement waiting period shall commence with the return of the parking permit(s) to the Traffic and Parking Office.

XII. Towing and/or Impounding Vehicles

A. The following violations may subject a vehicle to towing and/or impounding:

1. Illegally parking in a reserved space.
2. Obstructing a street or access road to any building or parking lot.
3. Parking on the turf, sidewalk or non-designated parking areas.
4. Parking in a designated handicap zone without a handicap parking permit.
5. Abandoning vehicles on the University campus.
6. Parking in violation of the Traffic and Parking Rules and Regulations.
7. Parking permit on vehicle other than authorized.
8. Parking overtime in a time limit zone.
9. Overdue citation(s).
10. Parking without a valid permit.
11. Parking on campus while parking privileges are suspended.

B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact the University Police for release. The tow fee does not include the citation reinstatement fee.

1. The normal towing fee is \$20.00, in addition to the citation(s) cost. Some towing fees may be higher, depending on the vehicle towed and the towing service used.
2. Vehicles towed and impounded will be charged storage at the rate of \$0.50 per day commencing 72 hours after impoundment. The maximum storage fee to be charged is \$15.00 per month.

C. If the owner or driver of a vehicle to be towed arrives before the tow truck, the vehicle will not be towed. If the owner or driver arrives after the tow truck, and the tow truck driver has made the hook-up, the vehicle will not be towed but the driver is expected to pay the tow truck driver a fee of \$10.00 in lieu of towing.

- D. If a motor vehicle or bicycle is parked on University property and is not moved for a period of 30 days, the University may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the same manner as such vehicles are disposed of by the City of Lubbock, Texas.
- E. Vehicles illegally parked in reserved parking spaces will be ticketed but not towed during Registration.

XIV. University Police Department

- A. University Police Officers are duly commissioned peace officers of the State of Texas. Upon request of an officer of the University Police Department, any person on the campus is required to identify himself with proper identification.
- B. All thefts, accidents or other offenses that occur on campus should be reported to the University Police Department immediately. Accident reports should be made prior to moving the involved vehicles. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a vehicle. ALWAYS KEEP YOUR VEHICLE LOCKED.

(THESE TRAFFIC AND PARKING RULES AND REGULATIONS ARE SUBJECT TO REVISION.)

XIII. PARKING FEES AND REFUNDS
1984-85

	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Residence Halls		Commuter		Two Wheeler	
Rates	12 Months		9 Months		12 Months		9 Months		9 Months		9 Months	
Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sept. 30	\$48.00	\$42.00	\$36.00	\$30.00	\$21.00	\$17.25	\$24.00	\$19.35	\$21.00	\$16.65	\$ 6.00	\$ 4.35
Oct. 31	44.00	38.00	32.00	26.00	19.25	15.50	21.35	16.70	18.65	14.30	5.30	3.65
Nov. 30	40.00	34.00	28.00	22.00	17.50	13.75	18.70	14.05	16.30	11.95	4.60	2.95
Dec. 31	36.00	30.00	24.00	18.00	15.75	12.00	16.05	11.40	13.95	9.60	3.90	2.25
Jan. 31	32.00	26.00	20.00	14.00	14.00	10.25	13.40	8.75	11.60	7.25	3.20	1.55
Feb. 29	28.00	22.00	16.00	10.00	12.25	8.50	10.75	6.10	9.25	4.90	2.50	.85
March 31	24.00	18.00	12.00	6.00	10.50	6.75	8.10	3.45	6.90	2.55	1.80	.15
April 30	20.00	14.00	8.00	2.00	8.75	5.00	5.45	.80	4.55	.20	1.10	-0-
May 31	16.00	10.00	4.00	-0-	7.00	3.25	2.80	-0-	2.20	-0-	.40	-0-
June 30	12.00	6.00	----	----	5.25	1.50	----	----	----	----	----	----
July 31	8.00	2.00	----	----	3.50	-0-	----	----	----	----	----	----
August 31	4.00	-0-	----	----	1.75	-0-	----	----	----	----	----	----

Summer School Sessions

July 14	\$ 8.00	\$ 4.00	\$ 8.00	\$ 4.00	\$ 2.00	\$ 1.00
July 31	4.00	2.00	4.00	2.00	1.00	.50
August 25	2.00	-0-	2.00	-0-	.50	-0-

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

RESTRICTIONS FOR LEASE OF PROPERTY TO TEXAS TECH
INTERFRATERNITY HOUSING CORPORATION FOR A STREET

1. The term of the initial agreement is to last no longer than the year 2024. Prior to or at that time the lease may be extended if mutually agreed to by both parties.
2. The exact location of the land to be leased for a street to the Texas Tech Interfraternity Housing Corporation will be determined and confirmed by a survey. The amount of land leased for a street will be at the discretion of Texas Tech.
3. Property will be leased for approximately the same amount per year that would be charged if the land were to be leased for farming use.
4. The area covered by the agreement shall be used for a street only.
5. The construction, landscaping and maintenance of the area leased for a street shall be the responsibility of the Texas Tech Interfraternity Housing Corporation to which the property is leased.
6. Street construction must provide for adequate lighting, drainage, and have a minimum of a weatherproof gravel surface. All construction plans must be approved by the Texas Tech University Grounds Maintenance Department.

1. To approve official travel reimbursements from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such is in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective January 20, 1984, and to continue until such time as they are separated from the University or assigned other responsibilities:

Karen L. Evans, Manager of Accounting Services, TTU
Richard R. Perez, Manager of Accounting Services, TTUHSC
Cindy Lowery, Accounting Group Supervisor
Charlene Rucker, Accounting Group Supervisor
Richard Trussell, Accounting Group Supervisor
Millie Lewis, Accounting Clerk Supervisor.

2. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-Controlled funds, effective January 20, 1984, and to continue until such time as they are separated from the University or assigned other responsibilities:

Karen L. Evans, Manager of Accounting Services, TTU
Richard R. Perez, Manager of Accounting Services, TTUHSC
Cindy Lowery, Accounting Group Supervisor
Charlene Rucker, Accounting Group Supervisor
Richard Trussell, Accounting Group Supervisor
Millie Lewis, Accounting Clerk Supervisor.

3. To sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's account in the American State Bank, Lubbock, Texas, effective January 20, 1984, and to continue until such time as they are separated from the University or assigned other responsibilities:

- a. Sign or countersign:

Karen L. Evans, Manager of Accounting Services, TTU
Richard R. Perez, Manager of Accounting Services, TTUHSC

- b. Countersign only:

Cindy Lowery, Accounting Group Supervisor
Charlene Rucker, Accounting Group Supervisor
Richard Trussell, Accounting Group Supervisor.

4. To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective January 20, 1984, and to continue until such time as they are separated from the University or assigned other responsibilities:

- a. Sign or countersign:

Eugene E. Payne, Vice President for Finance and
Administration

Karen L. Evans, Manager of Accounting Services, TTU

Richard R. Perez, Manager of Accounting Services, TTUHSC

Cindy Lowery, Accounting Group Supervisor

Charlene Rucker, Accounting Group Supervisor

Richard Trussell, Accounting Group Supervisor.

5. To commission as peace officers, the following persons, effective the dates indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971:

Dennie Lynn Clements
Mark Stephen Roth
Benny Ray Short

November 1, 1983
November 1, 1983
October 23, 1983.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration,
Teaching, and Non-Classified Positions
October through December, 1983

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Barney, Garold D. Interim Curator of Education & Visiting Associate Professor	Museum Science	12-01-83/08-31-84
Collins, Paul D. Visiting Professor	Political Science	01-16-84/05-31-84
Garza, Tomas nmi Adjunct Assistant Professor	Law School	01-16-84/05-31-84
Holder, Floyd D. Adjunct Assistant Professor	Law School	01-16-84/05-31-84
Izbicki, Thomas M. Visiting Professor	History	01-15-84/05-31-84
Keeney, Bradford P. Associate Professor	Home & Family Life	01-01-84/05-31-84
Suzuk, Ichiro Assistant Professor	Computer Science	01-16-84/05-31-84

TEXAS TECH UNIVERSITY
Lubbock, Texas

- For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
2. October through December, 1983

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Plott, Herman H. Assistant Professor	Engineering Technology	12/31/83
Warren, Robert Joe Assistant Professor	Range & Wildlife Management	11/30/83

TEXAS TECH UNIVERSITY

REPORT ON EMPLOYMENT & TERMINATIONS

OF

PROFESSIONAL, ADMINISTRATIVE AND CLASSIFIED PERSONNEL

3. October 1, 1983 through November 30, 1983

<u>Description:</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Administration	1	0	1
2. Student Services	4	6	4
3. Office, Clerical & Data Processing	34	20	27
4. Journalism, Publications & Media	4	2	0
5. Research, Training & Education	47	2	17
6. Building & Grounds	21	3	29
7. Support Services	23	5	6
8. Engineering, Trades & Technical	9	4	12
9. Patient Care & Health Services	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	143	42	96

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1984

4.

I. Summary and Comparison of Travel Costs by Expenditure Classification.

	This Year QTR. I	Last Year QTR. I
a) Commercial Airfare	\$ 241,883.20	\$ 224,614.82
b) Personal Auto Mileage	44,506.26	47,086.12
c) Automobile Rental	28,032.03	19,830.21
d) Per diem - In-State	87,511.72	76,097.59
e) Meals and Lodging - Out-of-State	94,814.39	76,940.86
f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	256,740.57	389,792.66
Totals	<u>\$ 753,488.17</u>	<u>\$ 834,362.26</u>

II. Percent of total travel cost incurred by purpose for Quarter I of this fiscal year.

Purpose	Percent of Total Travel Cost			
	In-State	Out-of- State	Out-of- Country	Total
a) To present an original research paper	.85	4.75	2.28	7.88
b) Required for research project	2.21	1.29	.30	3.80
c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	20.26	35.45	4.56	60.27
d) To perform official business and duties	17.42	8.33	.04	25.79
e) Multi-purpose meeting/ paper	.32	1.35	.59	2.26
Totals	<u>41.06</u>	<u>51.17</u>	<u>7.77</u>	<u>100.00</u>

III. Cities traveled to and number of trips (1566) for the purposes shown in Section II.

- a) In-State : Amarillo (60), Austin (151), Corpus Christi (4), Dallas/Fort Worth (243), El Paso (35), Houston (115), Midland/Odessa (30), San Antonio (46), West Texas area (129), Others (185).
- b) Out-of-State : Albuquerque (23), Chicago (21), Los Angeles (18), New Orleans (42), New York (18), San Francisco (10), Washington, D.C. (26), Others (373).
- c) Out-of-Country : Balboa, Panama (1); Zurich, Switzerland (1); Monteral, Canada (2); Sydney, Australia (2); Winnipeg, Canada (1); Toronto, Canada (5); Frankfurt, Germany (2); Vancouver, Canada (1); Puebla, Mexico (1); Dartmstadt, Germany (1); Pissa, Italy (1); Gilssen, Germany (1); Bonn, Germany (1); Beijing, China (2); Monitoba, Canada (1); Bangkok, Thailand (1); Wroclaw, Poland (1); London, England (2); Guatemala, Mexico (1); Tampere, Finland (1); Orunaw, Austria (1); Masstricht, The Netherlands (1); Mexico City, Mexico (1); Tokyo, Japan (1); Lugano, Switzerland (3); Southampton, England (1).

TEXAS TECH UNIVERSITY

Budget Adjustments of \$100,000 or More for
Supplemental Awards or Renewals of Research
and Other Sponsored Projects

5. October 1, 1983 through November 30, 1983

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Space - Variant Optical Systems	\$ 130,351	Air Force Office of Scientific Research
Ecology and Adaptation of the Red Imported Fire Ant - West Texas	112,000	Texas Department of Agriculture
Spark Gap Electrode Erosion	101,922	Air Force Office of Scientific Research
Project Laton	423,240	Department of Health and Human Services
Improving Small Ruminant Nutrition, Management Production	250,000	University of California
Resource Access Project	<u>148,940</u>	Department of Health and Human Services
TOTAL	<u><u>\$1,166,453</u></u>	

6. a.

Official Enrollment

Fall Semester, 1983

UNDERGRADUATE

	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			UNDERGRADUATE TOTALS		
	Men	Women	Total	Men	Women	Total	Men	Women	Total	Men	Women	Total	Men	Women	Total
Agricultural Sciences	373	90	463	241	61	302	211	57	268	243	62	305	1068	270	1338
Allied Health	64	77	141	9	8	17	0	5	5	4	3	7	77	93	170
Arts and Sciences	1207	1293	2500	623	631	1254	550	543	1093	654	668	1322	3034	3135	6169
Business Administration	1061	772	1833	546	388	934	552	433	985	608	372	980	2767	1965	4732
Education	95	368	463	45	286	331	51	285	336	49	302	351	240	1241	1481
Engineering	1284	201	1485	760	127	887	746	97	843	1035	129	1164	3825	554	4379
Home Economics	48	468	516	40	243	283	38	237	275	26	265	291	152	1213	1365
Nursing	4	81	85	1	23	24	2	9	11	0	1	1	7	114	121
TOTALS	4136	3350	7486	2265	1767	4032	2150	1666	3816	2619	1802	4421	11,170	8,585	19,755

GRADUATE

	MASTERS			DOCTORS			GRADUATE TOTALS			LAW SCHOOL			UNIVERSITY TOTALS		
	Men	Women	Total	Men	Women	Total	Men	Women	Total	Men	Women	Total	Men	Women	Total
Graduate School	1322	1268	2590	520	252	772	1842	1520	3362	401	186	587	13,413	10,291	23,704

TEXAS TECH UNIVERSITY

Office of Statistics and Reports

Official Enrollment

6. b.

Fall Semester, 1983

UNDERGRADUATE	FRESHMAN - SOPHOMORE			JUNIOR - SENIOR			UNDERGRADUATE TOTAL		
	OFFICIAL ENROLLMENT	SEM.CR. HOURS	FULL-TIME EQUIV.STUD.	OFFICIAL ENROLLMENT	SEM.CR. HOURS	FULL-TIME EQUIV.STUD.	OFFICIAL ENROLLMENT	SEM.CR. HOURS	FULL-TIME EQUIV.STUD.
AGRICULTURE	765	5,507	367	573	6,591	439	1,338	12,098	807
ALLIED HEALTH	158	0	0	12	0	0	170	0	0
ARTS AND SCIENCES	3,754	137,046	9,136	2,415	33,599	2,250	6,169	170,645	11,376
BUSINESS ADMINISTRATION	2,767	12,483	832	1,965	23,859	1,591	4,732	36,342	2,423
EDUCATION	794	651	43	687	7,516	501	1,481	8,167	544
ENGINEERING	2,372	14,590	973	2,007	18,188	1,213	4,379	32,778	2,185
HOME ECONOMICS	799	6,067	404	566	6,038	403	1,365	12,105	807
NURSING	109	0	0	12	0	0	121	0	0
TOTALS	11,518	176,344	11,756	8,237	95,791	6,386	19,755	272,135	18,142

Full-Time-Equivalent Students = Semester Credit Hours divided by 15.

TEXAS TECH UNIVERSITY

Office of Statistics and Reports
Official Enrollment

6. c.

Fall Semester, 1983

GRADUATE	MASTERS		DOCTORS		SPECIAL/PROFESSIONAL	
	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS
AGRICULTURE	1,289	86	403	27	-	-
ARTS AND SCIENCES	7,128	475	2,668	178	-	-
BUSINESS ADMINISTRATION	3,576	238	376	25	-	-
EDUCATION	3,262	217	313	21	-	-
ENGINEERING	2,804	187	552	37	-	-
HOME ECONOMICS	1,254	84	284	19	-	-
LAW	-	-	-	-	8,411	561
HEALTH SCIENCES CENTER*	459	31	223	15	-	-
TOTALS	19,772	1,318	4,819	321	8,411	561

Full-Time-Equivalent Students = Semester Credit Hours divided by 15.

*Non-state-formula-funded courses offered by the Health Sciences Center for students enrolled in Graduate School Programs.

TEXAS TECH UNIVERSITY

Office of Statistics and Reports
Official Enrollment

6. d.

Fall Semester, 1983

	UNDERGRADUATE TOTALS		GRADUATE & SPECIAL/PROFESS.		UNIVERSITY TOTALS	
	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS	SEMESTER CREDIT HOURS	FULL-TIME EQUIVALENT STUDENTS
AGRICULTURE	12,098	807	1,692	113	13,790	919
ARTS AND SCIENCES	170,645	11,376	9,796	653	180,441	12,029
BUSINESS ADMINISTRATION	36,342	2,423	3,952	263	40,294	2,686
EDUCATION	8,167	544	3,575	238	11,742	783
ENGINEERING	32,778	2,185	3,356	224	36,134	2,409
HOME ECONOMICS	12,105	807	1,538	103	13,643	910
LAW	-	-	8,411	561	8,411	561
HEALTH SCIENCES CENTER*	-	-	682	45	682	45
TOTALS	272,135	18,142	33,002	2,200	305,137	20,342

Full-Time-Equivalent Students = Semester Credit Hours divided by 15.

*Non-state-formula-funded courses offered by the Health Sciences Center for students enrolled in Graduate School Programs.

West Texas Mechanical Co., Inc. - Central Heating and Cooling Plant No. 2 Improvements

7. a. The following Contract No. 493 with West Texas Mechanical Co., Inc., in the amount of \$222,451 for capital improvements to Central Heating and Cooling Plant No. 2 is entered for informational purposes. Execution of this contract was authorized in the Minutes of October 1, 1983, Item M14.

CONSTRUCTION SERVICES

Contract No. 493
Account Number 12-8686-200000

AGREEMENT

THIS AGREEMENT, made this 17th day of October, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and West Texas Mechanical Co., Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Central Heating and Cooling Plant No. 2 - Capital Improvements Project 1, Alternate No. 1, Project 2 and Project 4.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Twenty Two Thousand Four Hundred Fifty One Dollars and no/100

(Written Amount)

(\$222,451)

(Figures)

Included in the total contract sum is \$143,538 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 180 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer and Facility Planning and Construction.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 7

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR

WEST TEXAS MECHANICAL CO., INC.

By: /s/ Calvin Worley
Calvin Worley

Lloyd Price Construction Co., Inc. - David M. DeVitt and Mallet Ranch Building Addition

7. b. The following Contract No. 491 in the amount of \$287,767 for additions to the David M. DeVitt and Mallet Ranch Building at the Ranching Heritage Center is entered for informational purposes. Execution of this contract was authorized in the Minutes of October 1, 1983, Item M17.

CONSTRUCTION SERVICES

Contract No. 491
Account Number 62-A613-200000

AGREEMENT

THIS AGREEMENT, made this 14th day of October, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Lloyd Price Construction Co., Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for additions to the DeVitt and Mallet Ranch Building at the Ranching Heritage Center.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Eighty Seven Thousand Seven Hundred Sixty Seven Dollars and no/100

(Written Amount)

(\$287,767)

(Figures)

Included in the total contract sum is \$175,806 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 200 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payment to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner request same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect and Facility Planning and Construction.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 7

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR
LLOYD PRICE CONSTRUCTION CO., INC.

By: /s/ Lloyd Price
11-2-1983 Lloyd Price

Knox, Gailey and Meador, Inc. - Campus-South Utility Tunnel Interconnect

7. c. The following agreement with Knox, Gailey and Meador, Inc., in the amount of \$1,420,000 for the construction of Campus-South Utility Tunnel Interconnect is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the Board Meeting of November 18, 1983, Item M49.

CONSTRUCTION SERVICES

Contract No. 504
Account Number 12-6017-200000

AGREEMENT

THIS AGREEMENT, made this 22nd day of November, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey and Meador, Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of Campus-South Utility Tunnel Interconnect including Alternates 1, 2, 3, 6 and a cash allowance increase of \$53,081. (FP&C Job No. 82-31)

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Million Four Hundred Twenty Thousand Dollars and no/100

(Written Amount)

\$1,420,000

(Figures)

Included in the total contract sum is \$800,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 305 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 7

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR

KNOX, GAILLEY AND MEADOR, INC.

By: /s/ Don Meador
Don Meador

Pharr and Pharr Enterprises - Livestock Arena Reconstruction

7. d. The following contract with Pharr and Pharr Enterprises in the amount of \$460,000 for reconstruction of the Livestock Arena is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of November 18, 1983, Item M54.

CONSTRUCTION SERVICES

Contract No. 502
Account Number 12-6018-200000

AGREEMENT

THIS AGREEMENT, made this 22nd day of November, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Pharr and Pharr Enterprises, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the Livestock Arena Reconstruction (FP&C Job #83-06).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Four Hundred Sixty Thousand Dollars and no/100

(Written Amount)

(\$460,000)

(Figures)

Included in the total contract sum is \$430,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 210 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$400 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 7

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR

PHARR AND PHARR ENTERPRISES

By: /s/ Jimmy R. Pharr
Jimmy R. Pharr

8. a.

TEXAS TECH UNIVERSITY
Office of Development
November 1983
Gifts and Grants

SUMMARY

	<u>November 1982</u>	<u>YTD FY '82</u>	<u>November 1983</u>	<u>YTD FY '83</u>
Texas Tech University	\$131,670.46	\$562,270.35	\$214,587.93	\$2,751,810.65
Texas Tech University Foundation	135,902.58	428,020.05	166,898.70	958,661.98
<u>TOTAL:</u>	\$267,573.04	\$990,290.40	\$381,486.63	\$3,710,472.63

Subject to Audit Verification

TEXAS TECH UNIVERSITY
Office of Development
December 1983
Gifts and Grants

8. b.

SUMMARY

	<u>December 1982</u>	<u>YTD FY '82</u>	<u>December 1983</u>	<u>YTD FY '83</u>
Texas Tech University	\$ 597,366.76	\$1,159,637.11	\$186,768.11	\$2,938,578.76
Texas Tech University Foundation	474,703.44	902,723.49	380,180.72	1,338,842.70
<u>TOTAL:</u>	\$1,072,070.20	\$2,062,360.60	\$566,948.83	\$4,277,421.46

Subject to Audit Verification

9. Commencement Program - December 16, 1983