

TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1997 THROUGH AUGUST 31, 1998

VOLUME II

TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

MARCH 12, 1998

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

Minutes

Board of Regents
March 12, 1998

- M40/H30 The Board of Regents of Texas Tech University met by telephone conference call on Thursday, March 12, 1998 at approximately 8:30 a.m. in the Board of Regents meeting room on campus. The following Regents were present via telephone link: Mr. Edward E. Whitacre, Jr., Chairman; Dr. Bernard A. Harris, Jr., Vice Chairman; Mr. J. Robert Brown; Mr. John Jones; Dr. Nancy Jones; Dr. Carl E. Noe and Mr. James E. Sowell. The following regents were present: Mr. J. Michael Weiss; and Mr. Alan B. White. The following officials and staff were present: Mr. John T. Montford, Chancellor; Mr. James Crowson, Deputy Chancellor; Dr. Donald R. Haragan, President, TTU; Mr. Pat Campbell, Vice Chancellor and General Counsel; Ms. Ronda Johnson, Acting Vice Chancellor for Institutional Advancement; Mr. Doug Mann, Vice Chancellor, Facilities Planning and Construction; Dr. John Opperman, Vice Chancellor for Administration and Finance; Mr. Mike Sanders, Vice Chancellor for Governmental Relations; Mr. William G. Wehner, Vice Chancellor for Development; Mr. Ben Lock, Executive Assistant to the Chancellor; Ms. Cathy Allen, Special Assistant to the Chancellor for Cultural Diversity; Mr. Ed McGee, Assistant Vice Chancellor for Investments; Jacqueline Garcia, Assistant Vice Chancellor for Administration and Finance; Dr. John Burns, Provost, TTU; Mr. Jim Brunjes, Vice President for Fiscal Affairs, TTU; Mr. Elmo Cavin, Vice President for Fiscal Affairs, TTUHSC; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. David Schmidly, Vice President and Dean of the Graduate School; Dr. John R. Abernathy, Dean, College of Agricultural Science and Natural Resources; Ms. Theresa Drewell, Assistant Vice Chancellor, Facilities Planning and Construction; Ms. Jacqueline M. Garcia, Assistant Vice Chancellor for Administration and Finance; Mr. Jim Burkhalter, Director, Housing and Dining, TTU; Ms. Frances Grogan, Director, Office of Internal Audit; Dr. Margaret Lutherer, Director, News and Publications; Mr. Artie Limmer, Assistant Director and Manager of Photographic Services, News and Publications; Ms. Carol Phillips, Office of the Deputy Chancellor; and Mrs. Marcie Johnston, Executive Director to the Board of Regents. Others present included Jerry Parr, representing Dr. Elaine Jarchow, College of Education; Tyson Seibly; Sheri Kemp; Erica Martinez; Daniel Kerr; Leslie Clemm; John Sawyer; Susan Leonard; Jennifer Lewis; Lindsay Rowden; Suzanne Shipp; Charlie Rapier; Peter Oglesby; Michelle Wimberly; Austin Sears; Kelley Schimer; Matthew Ferrell; Kelley Shriber; and Katherine Gordon. The following officials were present via telephone link: David Smith and Mary Williams.
- M41/H31 Chairman Whitacre called the special called telephone conference meeting of the Board of Regents to order at 8:36 a.m.
- M42/H32 Chairman Whitacre announced, "The Board will convene as a Committee of the Whole to consider matters concerning both the University and Health Sciences Center. As required by statute, the Board will act separately and independently on all matters affecting the Health Sciences Center and the minutes will so reflect. Please remember to identify yourself before you speak. In the interest of time I will ask Mr. Crowson to lead us through the agenda."
- CW50 Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning changes in academic rank and granting of academic tenure. Regent Noe moved approval of the following resolutions:

"RESOLVED, that the Board of Regents approves the changes in academic rank for the faculty at Texas Tech University named on Attachment A attached hereto as Attachment No. CW1, effective September 1, 1998.

"RESOLVED, that the Board of Regents approves the changes in academic rank for the faculty at Texas Tech University Health Sciences Center named on Attachment B attached hereto as Attachment No. CW2, effective September 1, 1998.

"RESOLVED, that the Board of Regents of Texas Tech University grants tenure to the faculty of Texas Tech University named on Attachment C attached hereto as Attachment No. CW3, effective this date.

"RESOLVED, that the Board of Regents of Texas Tech University grants tenure to the faculty of Texas Tech University Health Sciences Center named on Attachment D attached hereto as Attachment No. CW4, effective this date."

Regent Weiss seconded the motion, and the motion passed unanimously.

- CW51 Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning naming of the Texas Tech Police Department Building. Regent Sowell moved approval of the following resolution:

"RESOLVED, that the Board of Regents of Texas Tech University approves the official name of the former National Guard Armory building as the Texas Tech Police Department Building."

Regent Noe seconded the motion, and the motion passed unanimously.

- CW52 Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning naming of the new Health Sciences library building. Regent Sowell moved approval of the following resolution:

"RESOLVED, that the Board of Regents of Texas Tech University approves the official name of the new Health Sciences library building as the Preston Smith Library of the Health Sciences."

Regent Noe seconded the motion, and the motion passed unanimously.

- CW53 Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning approval of fees to be assessed and charged to regularly enrolled and prospective students at the beginning of the Fall Semester, 1998 and vehicle registration fees for faculty, staff, and students for fiscal year 1999, except as noted. Deputy Chancellor Jim Crowson called on Vice Chancellor Doug Mann, Vice President Elmo Cavin and Vice President Jim Brunjes who addressed the materials attached hereto as Attachment No. CW5. Discussion ensued. Regent White moved approval of the following resolutions:

"RESOLVED, that, subject to compliance with Section 55.16(d) Texas Education Code, the Board of Regents of Texas Tech University authorizes the President to approve the assessment and collection of the fees from regularly enrolled and prospective students of Texas Tech University beginning with the Fall semester, 1998, as shown on Attachment A attached hereto as Attachment No. CW6."

"RESOLVED, that, subject to compliance with Sec. 55.16(d), Texas Education Code, the Board of Regents of Texas Tech University authorizes the President to approve the assessment and collection of the fees from regularly enrolled and prospective students of Texas Tech University Health Sciences Center beginning with the Fall Semester, 1998 as shown on Attachment B attached hereto as Attachment No. CW7.

"RESOLVED, that the Board of Regents of Texas Tech University approves the 1998-1999 Vehicle Registration Fees and Penalties for Texas Tech University on Attachment C attached hereto as Attachment No. CW8.

"RESOLVED, that the Board of Regents of Texas Tech University approves the 1998-1999 Vehicle Registration Fees and Penalties for Texas Tech University Health Sciences Center on Attachment D attached hereto as Attachment No. CW9."

Regent Brown seconded the motion, and the motion passed unanimously.

CW54

Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning authorization for the refinancing of certain outstanding Revenue Financing system bonds. Deputy Chancellor Crowson called on Mary Williams, principal, First Southwest Company, to address the item. Discussion ensued. Regent White moved approval of the following resolutions:

"RESOLVED, that the Board of Regents of Texas Tech University approves the Sixth Supplemental Resolution to the Master Resolution, substantially in the form attached hereto as Attachment No. CW10, authorizing the issuance, sale and delivery of Board of Regents of Texas Tech University Revenue Financing System Refunding Bonds, Sixth Series (1998) and approving and authorizing instruments and procedures relating thereto.

"RESOLVED, that the Board of Regents of Texas Tech University designates a Pricing Committee comprised of the Chair of the Board of Regents' Finance Committee, the Deputy Chancellor and the Vice Chancellor for Administration and Finance and authorizes the Pricing Committee to negotiate with the senior managing underwriter acting on their behalf and behalf of other investment banking firms, approved by the Pricing Committee, to assure that the Board of Regents of Texas Tech University Revenue Financing System Refunding Bonds, Sixth Series (1998) are sold on the most advantageous terms to the Board.

"RESOLVED, that the authority hereby granted by the Board of Regents of Texas Tech University to the Pricing Committee shall expire at 5:00 p.m. on Wednesday, June 30, 1998.

"RESOLVED, that the Board of Regents of Texas Tech University designates Salomon Smith Barney as senior managing underwriter for the issuance of the Board of Regents of Texas Tech University Revenue Financing System Refunding Bonds, Sixth Series (1998).

"RESOLVED, that the Board of Regents of Texas Tech University authorizes the Pricing Committee, in establishing the aggregate principal amount of the Texas Tech University Revenue Financing System Refunding Bonds, Sixth Series (1998), to establish an amount not to exceed \$60,000,000, which amount shall be sufficient to provide for (i) the refunding of the Second Series and the Third

Series Bonds in a manner that will result in a target present value savings of at least two percent (2%) of the Refunded Bonds, and (ii) a minimum present value debt service savings of \$400,000."

Regent Brown seconded the motion, and the motion passed unanimously.

CW55

Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning authorization for the Office of the Chancellor to approve and execute two contracts with the City of Lubbock for economic development, and for support for the Institute of Environmental and Human Health, to revise the budget and source of funding for the renovation of buildings at Reese Center for the Institute of Environmental and Human Health, and to proceed with documents for the Texas Higher Education Coordinating Board for approval. Regent White moved approval of the following resolutions:

"RESOLVED, that the Board of Regents of Texas Tech University authorizes the Office of the Chancellor to proceed with the execution of two contracts with the City of Lubbock for economic development and support for the Institute of Environmental and Human Health and to revise the budget and source of funding for the renovation of buildings at Reese Center for the Institute of Environmental and Human Health and to proceed with documents to the Texas Higher Education Coordinating Board for approval.

"RESOLVED, that project budget for the renovation of buildings at Reese Center for the Institute of Environmental and Human Health shall not exceed \$7,030,000."

Regent Brown seconded the motion, and the motion passed unanimously.

CW56

Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning authorization for the Office of the Chancellor to select an architect, to establish a project budget and to provide construction documentation for the new Red Raider Alley Pavilion. Regent Sowell moved approval of the following resolutions:

"RESOLVED, that the Board of Regents of Texas Tech University authorizes the Office of the Chancellor to select an architect for the project and develop design and construction drawings for the Raider Alley Pavilion.

"RESOLVED, that the project budget for the architectural support of the Raider Alley Pavilion is established in an amount not to exceed \$100,000

"RESOLVED, that the Raider Alley Pavilion be named the Frazier Pavilion in honor of David Frazier and his family for their gift of \$475,000 to the project."

Regent Noe seconded the motion, and the motion passed unanimously.

CW57

Regent Whitacre called on Deputy Chancellor Jim Crowson who presented the item concerning approval to execute a contract between Texas Tech University Health Sciences Center and El Paso County Sheriff's Office for the provision of health services to El Paso County inmates. Regent Noe moved approval of the following resolution:

"RESOLVED, that the Board of Regents of Texas Tech University authorizes the Office of the Chancellor to review and approve the agreement between Texas Tech University Health Sciences Center and the El Paso County Sheriff's Office for the provision of health services to inmates for the period April 1, 1998 through March 31, 1999."

Regent John Jones seconded the motion, and the motion passed unanimously.

- CW58 Regent Whitacre called on Dr. James Brink, Interim Vice President for Enrollment Management, who, speaking from the materials attached hereto as Attachment No. CW11, presented a report on the status of the enrollment at Texas Tech University. Discussion ensued.
- CW59 Regent Whitacre called for the Chancellor's Report. Speaking from the materials attached hereto as Attachment No. CW12, Chancellor Montford gave the Chancellor's Report.
- CW60 Regent Whitacre adjourned the meeting at approximately 9:15 a.m.

Attachments:

- CW1 Texas Tech University Proposed Changes in Academic Rank, Attachment A; Item CW50
- CW2 Texas Tech University Health Sciences Center Proposed Changes in Academic Rank, Attachment B; Item CW50
- CW3 Texas Tech University Faculty Recommended for Academic Tenure, Attachment C; Item CW50
- CW4 Texas Tech University Health Sciences Center Faculty Recommended for Academic Tenure, Attachment D; Item CW50
- CW5 Comparison of Certain Major Fees Charged at Texas Tech; Item CW53
- CW6 Texas Tech University Student Fees, Summary of Changes; Item CW53
- CW7 Texas Tech University Health Sciences Center Student Fees, Summary of Changes; Item CW53
- CW8 Texas Tech University 1998-1999 Vehicle Registration Fees and Penalties; Item CW53
- CW9 Texas Tech University Health Sciences Center 1998-1999 Vehicle Registration Fees and Penalties; Item CW53
- CW10 Sixth Supplemental Resolution to the Master Resolution Authorizing the Issuance, Sale, and Delivery of Board of Regents of Texas Tech University Revenue Financing System Refunding Bonds, Sixth Series (1998) and Approving and Authorizing Instruments and Procedures Relating Thereto; Item CW54
- CW11 Dr. Brink's Report; Item CW58
- CW12 Chancellor's Report; Item CW59

I, James L. Crowson, the duly appointed and qualified Assistant 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 and Texas Tech University Health Sciences Center Board of Regents meeting on March 12, 1998.

James L. Crowson
Assistant Secretary

SEAL

Attachment A

Texas Tech University
Proposed Changes in Academic Rank
Effective September 1, 1998

Edward Allen, from Associate Professor to Professor, Department of Mathematics & Statistics, College of Arts and Sciences.

Linda Allen, from Associate Professor to Professor, Department of Mathematics & Statistics, College of Arts and Sciences.

Randy Allen, from Associate Professor to Professor, Department of Plant and Soil Sciences, College of Agricultural Sciences and Natural Resources, and Department of Biological Sciences, College of Arts and Sciences.

Alan Barhorst, from Assistant Professor to Associate Professor, Department of Mechanical Engineering, College of Engineering.

Kimberly Boal, from Associate Professor to Professor, College of Business Administration.

Darryl Bornhop from Assistant Professor to Associate Professor, Department of Chemistry and Biochemistry, College of Arts and Sciences.

Jaime Cardenas-Garcia, from Associate Professor to Professor, Department of Mechanical Engineering, College of Engineering.

Stephen Cook, from Assistant Professor to Associate Professor, Department of Psychology, College of Arts and Sciences.

Howard Curzer, from Associate Professor to Professor, Department of Philosophy, College of Arts and Sciences.

Kenneth Davis, from Associate Professor to Professor, School of Music, College of Arts and Sciences.

Camille DeBell, from Assistant Professor to Associate Professor, College of Education.

Michael Dini from Assistant Professor to Associate Professor, Department of Biological Sciences, College of Arts and Sciences.

Scott Frailey, from Assistant Professor to Associate Professor, Department of Petroleum Engineering, College of Engineering.

Gregory Gellene from Associate Professor to Professor, Department of Chemistry and Biochemistry, College of Arts and Sciences.

Patricia Goubil-Gambrell, from Assistant Professor to Associate Professor, Department of English, College of Arts and Sciences.

Douglas Gransberg, from Assistant Professor to Associate Professor, Department of Engineering Technology, College of Engineering.

John Howe, from Associate Professor to Professor, Department of History, College of Arts and Sciences.

Margaret Johnson, from Assistant Professor to Associate Professor, College of Education.

Alan Koenig, from Associate Professor to Professor, College of Education.

David H.J. Larmour from Associate Professor to Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Timothy Melchert, from Assistant Professor to Associate Professor, Department of Psychology, College of Arts and Sciences.

Sukant Misra from Assistant Professor to Associate Professor, Department of Agricultural and Applied Economics, College of Agricultural Sciences and Natural Resources.

Sharon Nell, from Assistant Professor to Associate Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Alberto Perez, from Assistant Professor to Associate Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Judith Ponticell, from Assistant Professor to Associate Professor, College of Education.

Marjean Purinton, from Assistant Professor to Associate Professor, Department of English, College of Arts and Sciences.

Edward Quitevis, from Associate Professor to Professor, Department of Chemistry and Biochemistry, College of Arts and Sciences.

Partha Sarkar, from Assistant Professor to Associate Professor, Department of Civil Engineering, College of Engineering.

Susan Stein, from Assistant Professor to Associate Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Carolyn Tate from Assistant Professor to Associate Professor, Department of Art, College of Arts and Sciences.

Rachel Van Cleave, from Assistant Professor to Associate Professor, School of Law.

James Watkins, from Associate Professor to Professor, College of Architecture.

Elizabeth Watts, from Assistant Professor to Associate Professor, Department of Mass Communications, College of Arts and Sciences.

William Wenthe, from Assistant Professor to Associate Professor, Department of English, College of Arts and Sciences.

Donald Wunsch, from Assistant Professor to Associate Professor, Department of Electrical Engineering, College of Engineering.

John Zak from Associate Professor to Professor, Department of Biological Sciences, College of Arts and Sciences.

Attachment B

Texas Tech University Health Sciences Center
Proposed Changes in Academic Rank
Effective September 1, 1998

- Saeed Akhter, M.D., from Assistant Professor to Associate Professor, Department of Surgery-Urology, School of Medicine.
- Sandor Gyorke, Ph.D., from Assistant Professor to Associate Professor, Department of Physiology, School of Medicine.
- Rodney W. Hicks, R.N., M.S.N, C.C.R.N., F.N.P., from Instructor to Assistant Professor, School of Nursing.
- Hoi Ho, M.D., from Associate Professor to Professor, Department of Internal Medicine, School of Medicine.
- Julie Hrachovy, M.S., from Instructor to Assistant Professor, Department of Physical Therapy, School of Allied Health.
- Yi-Kong Keung, M.D., from Assistant Professor to Associate Professor, Department of Internal Medicine, School of Medicine.
- Marian K. Myers, M.D., from Associate Professor to Professor, Department of Pediatrics/Ob/Gyn, School of Medicine.
- Richard D. Nathan, Ph.D., from Associate Professor to Professor, Department of Physiology, School of Medicine.
- Brian K. Nelson, M.D., from Associate Professor to Professor, Department of Emergency Medicine, School of Medicine.
- Samuel D. Prien, Ph.D. from Assistant Professor to Associate Professor, Department of Ob/Gyn, School of Medicine
- Manuel Rivera, M.D., from Associate Professor to Professor, Department of Internal Medicine, School of Medicine.
- Sherry Sancibrian, M.S., from Assistant Professor to Associate Professor, Department of Communication Disorders, School of Allied Health.
- Yao-Yang Shieh, Ph.D., from Associate Professor to Professor, Department of Radiology, School of Medicine.
- Gregory W. Stocks, M.D., from Assistant Professor to Associate Professor, Department of Orthopaedic Surgery, School of Medicine.
- Vijay Tonk, Ph.D., from Assistant Professor to Associate Professor, Department of Pediatrics/Pathology, School of Medicine.
- Harold V. Werner, M.D., from Associate Professor to Professor, Department of Internal Medicine, School of Medicine.

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Attachment CW2, page 2
Item ~~OW~~50

James A. Willcox, D.O., Ph.D., from Associate Professor to Professor, Department of
Psychiatry, School of Medicine.

Attachment C

Texas Tech University
Faculty Recommended for Academic Tenure
Effective March 12, 1998

John Antonio, Associate Professor, Department of Computer Sciences, College of Engineering.

Alan Barhorst, Assistant Professor, Department of Mechanical Engineering, College of Engineering.

Stephen Cook, Assistant Professor, Department of Psychology, College of Arts and Sciences.

Camille DeBell, Assistant Professor, College of Education.

Karl Dent, Associate Professor, School of Music, College of Arts and Sciences.

Michael Dini, Assistant Professor, Department of Biological Sciences, College of Arts and Sciences.

Scott Frailey, Assistant Professor, Department of Petroleum Engineering, College of Engineering.

Patricia Goubil-Gambrell, Assistant Professor, Department of English, College of Arts and Sciences.

Douglas Gransberg, Assistant Professor, Department of Engineering Technology, College of Engineering.

Margaret Johnson, Assistant Professor, College of Education.

Timothy Melchert, Assistant Professor, Department of Psychology, College of Arts and Sciences.

Sukant Misra, Assistant Professor, Department of Agricultural & Applied Economics, College of Agricultural Sciences and Natural Resources.

Sharon Nell, Assistant Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Judith Ponticell, Assistant Professor, College of Education.

Marjean Purinton, Assistant Professor, Department of English, College of Arts and Sciences.

Mashaalah Rahnama-Moghadam, Associate Professor, Department of Economics & Geography, College of Arts and Sciences.

Partha Sarkar, Assistant Professor, Department of Civil Engineering, College of Engineering.

Susan Stein, Assistant Professor, Department of Classical & Modern Languages & Literatures, College of Arts and Sciences.

Carolyn Tate, Assistant Professor, Department of Art, College of Arts and Sciences.

Elizabeth Watts, Assistant Professor, Department of Mass Communications, College of Arts and Sciences.

William Wenthe, Assistant Professor, Department of English, College of Arts and Sciences.

Jeffrey Woldstad, Associate Professor, Department of Industrial Engineering, College of Engineering.

Donald Wunsch, Assistant Professor, Department of Electrical Engineering, College of Arts and Sciences.

Attachment D

Texas Tech University Health Sciences Center
Faculty Recommended for Academic Tenure
Effective March 12, 1998

Roger Lanier, Ph.D., Associate Professor, School of Allied Health

Ana Marie Valadez, R.N., Ed.D., Associate Professor, School of Nursing

James A. Wilcox, D.O., Ph.D., Associate Professor, Department of Psychiatry, School of
Medicine

Comparison of certain major fees charged at Texas Tech with those charged at other institutions of Higher Education is found on pages 12b, 12c, and 12d.

Fee Comparison - Competitors and Big 12 Institutions

School	Peer		Tuition/Fees		Room/Board		Total	
			Amount	Rank	Amount	Rank	Amount	Rank
Abilene Christian	Regional	Compet	9,180	16	3,810	7	12,990	14
Angelo State	Regional	Compet	2,100	6	3,980	11	6,080	6
Baylor University	Big 12	Compet	9,478	17	4,433	14	13,911	15
Iowa State	Big 12		2,766		3,647		6,413	
Kansas State	Big 12		2,317		3,640		5,957	
New Mexico State University	Regional	Compet	2,196	8	N/A		2,196	
Oklahoma State (1)	Big 12		1,930		3,740		5,670	
Rice University	Regional	Compet	13,097	19	6,200	18	19,297	17
Sam Houston State (1)	Regional	Compet	1,638	1	3,474	3	5,112	2
SMU	Regional	Compet	16,790	20	6,108	17	22,898	18
Southwest Texas State	Regional	Compet	2,622	12	3,901	9	6,523	9
Stephen F. Austin	Regional	Compet	2,095	5	4,488	15	6,583	10
Tarleton State (1)	Regional	Compet	2,082	4	3,538	4	5,620	4
Texas A&M University	Big 12	Compet	2,798	14	4,162	12	6,960	13
Texas Christian University	Regional	Compet	11,090	18	3,860	8	14,950	16
Texas Tech University	Big 12	Compet	2,707	13	3,782	6	6,489	7
University of Colorado (1)	Big 12		3,309		4,370		7,679	
University of Houston	Regional	Compet	2,257	9	4,260	13	6,517	8
University of Kansas	Big 12		2,385		3,950		6,335	
University of Missouri	Big 12		4,016		4,290		8,306	
University of Nebraska (1)	Big 12		2,638		3,525		6,163	
University of New Mexico	Regional	Compet	2,165	7	4,618	16	6,783	12
University of North Texas	Regional	Compet	2,000	2	3,800	6	5,800	5
University of Oklahoma (1)	Big 12		2,186		3,909		6,095	
University of Texas at Arlington	Regional	Compet	2,300	10	N/A		2,300	
University of Texas at Austin	Big 12	Compet	2,867	15	3,901	10	6,768	11
University of Texas at San Antonio	Regional	Compet	2,482	11	2,833	1	5,315	3
West Texas A&M	Regional	Compet	2,068	3	2,846	2	4,914	1

All Universities 4,127 4,041 8,140

All Public Universities 3,935 3,996 8,098

Texas Public Universities 5,016 4,070 9,323

Competitors = Top 19 senior college competitors of Texas Tech

Rank with competitors - 1=lowest, 20=highest

(1) FY 1997 Fees

Institution	GUF		Stu Serv Fee			Stu Center Fee	
	1997-98	Projected 1998-99	1997-98	Projecte 1998-99	Maximum	1997-98	Projected 1998-99
TTU and TTUHSC	\$ 34.00	\$ 36.00		\$ 9.60	\$115.00	\$ 30.00	\$ 30.00
UT Arlington	\$ 30.00	\$ 36.00					
UT Austin	\$ 34.00	\$ 36.00	\$ 9.20	\$ 9.71	\$117.40	\$33.94	\$33.94
UT Southwestern - Med	\$ -	\$ -					
UTSA	\$ 31.00	\$ 31.00					
UTHSCSA	\$ -	\$ -					
UT Permian Basin	\$ 19.00	\$ 23.00	\$37.50	\$37.50	\$150.00	\$ -	\$ -
UT Dallas	\$ 34.00	\$ 36.00	\$14.00		\$126.00	\$40.00	
UT Pan Am	\$ 18.00	\$ 18.00	\$11.00	\$11.00	\$131.73	\$ -	\$ -
UTEP	\$ 24.00	\$ 24.00	\$12.50	\$12.50	\$150.00	\$30.00	\$30.00
TAMU-International	\$ 18.00	\$ 20.00	\$ 8.80	\$ 9.68		\$ 3.00	
TAMU-Commerce	\$ 24.00		\$12.50		\$150.00	\$25.00	
Tarelton	\$ 24.00	\$ -	\$11.65		\$139.80	\$ 3.00	
Texas A&M	\$ 34.00	\$ 34.00	\$ 8.07		\$108.90	\$26.00	
TAM Baylor College of Denistry	\$ 20.00	\$ 24.00	\$25.00	\$25.00	\$ 25.00	\$ -	\$ -
TAMU-Galveston	\$ 28.00	\$ 28.00	\$ 9.16	\$ 9.16	\$109.92	\$25.00	\$25.00
WTAMU	\$ 20.00	\$ 20.00	\$11.98	\$12.57	\$143.76	\$ 3.00	\$ 3.00
TAMU-Corpus Christi	\$ 22.00	\$ 25.00	\$13.00	\$14.00	\$142.00	\$30.00	\$30.00
Prarie View A&M	\$ 26.00	\$ 28.00	\$14.00	\$14.00	\$150.00	\$ -	\$ -
TAM-TeXarkana	\$ 20.00	\$ 20.00	\$ 7.00	\$ 7.00	\$150.00		
Sam Houston	\$ 13.00	\$ 17.00	\$15.00		\$135.00	\$20.00	\$20.00
Sul Ross	\$ 14.00	\$ 14.00	\$15.00	\$15.00	\$141.00	\$ 2.00	\$ 2.00
San Angelo	\$ 17.00	\$ 21.00	\$14.00	\$14.00	\$126.00	\$20.00	\$20.00
Stephen F Austin	\$ 22.00	\$ 24.00	\$ 8.25	\$ 8.25		\$ 5.00	\$ 5.00
Midwestern	\$ 18.00	\$ 18.00	\$10.94	\$10.94	\$150.00	\$35.00	\$35.00
Texas Womens University	\$ 19.00		\$14.40			\$20.00	
Southwest Texas	\$ 26.00	\$ 30.00	\$14.00	\$15.00	\$150.00	\$50.00	\$50.00
University of Houston	\$ 30.00				\$102.00	\$16.50	
University of Houston-Victoria	\$ 28.00	\$ 31.00	\$12.00	\$12.00	\$144.00	\$ -	\$ -

BIG 12 PARKING RATES

	Faculty/Staff Reserved	Faculty/Staff Area Reserved	Residence Hall	Commuter	Two-Wheel Vehicle	Other
Missouri	312	192 garage 156 surface	104	104	Designated parking area	52 evening
Iowa State	520	260	34	37	30-32	
Kansas State	(24 hr) 600 (10 hr) 500	85	60	60	30	
Kansas	300	150/135 +5 for garage	75	75	40	
Texas	dean 370 faculty 245	90 remote 45	245	65	35	245-500 garage
Texas A&M	180/240/270 garage 200 lot	100	75	75	35	35 evening 110 bus pass
Oklahoma	420 1 st floor garage	105	92	92	18	33 evening
Oklahoma State	365 (not yet approved)	45	35	45		
Baylor	NC	NC	95	95		
Colorado	216/300/372 depending on location		144/192/240 depending on location			
Nebraska	360 staff 300 student	90	72	27		
Texas Tech	109	57	62	43	17	

TEXAS TECH UNIVERSITY - STUDENT FEES
Effective Beginning Fall Semester, 1998
Summary of Changes

Board Minutes
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 Attachment CW6, page 1
 Item CW53

(A) Tuition - All Colleges Except School of Law

1. As a result of the action by the 75th Legislature, Regular Session, the following tuition rates are in effect for the academic year beginning with the Fall Semester, 1998:
 - (a) All Colleges Except School of Law - Residents of Texas: \$36 per semester credit hour, with minimums of \$120 for a long term and \$60 for a summer term (increased from the \$34 per semester credit hour in effect for the 1997-1998 academic year).
 - (b) All Colleges Except School of Law - Non-Resident Students, United States Citizens and Foreign Students: \$249 per semester credit hour, no minimums (increased from the \$248 per semester credit hour in effect for the 1997-1998 academic year).
2. The Board of Regents has authorized the President to approve the assessment of additional tuition at a rate not to exceed the maximum allowed by law per semester credit hour from students enrolled in graduate program courses.
3. The President of Texas Tech University is authorized, in accordance with state statutes, to require those graduate students exceeding the cap on maximum doctoral hours established by the State of Texas to pay non-resident tuition regardless of residence status.
4. Listed below is a comparison of tuition and mandatory fees for a student taking a 15 semester credit hour load:

	Resident Student		Non-Resident Student	
	1997 -1998	1998 -1999	1997 -1998	1998 -1999
Tuition	\$510.00	\$540.00	\$3,720.00	\$3,735.00
Student Services Fee	111.00	115.00	111.00	115.00
Medical Services Fee	49.00	52.00	49.00	52.00
University Center Fee	30.00	30.00	30.00	30.00
Institutional Tuition	510.00	540.00	510.00	540.00
Information Technology Fee	90.00	90.00	90.00	90.00
Library Fee	0.00	30.00	0.00	30.00
Miscellaneous Mandatory Fees	3.50	3.50	3.50	3.50
Course Fee(s)	50.00	50.00	50.00	50.00
Total Estimate* (Without Housing)	\$1,353.50	\$1,450.50	\$4,563.50	\$4,645.50
% Increase		7.17%		1.80%
Add: On Campus Housing	\$3,782.00	\$3,963.00	\$3,782.00	\$3,963.00
Total with Housing	\$5,135.50	\$5,413.50	\$8,345.50	\$8,608.50
% Increase		5.41%		3.15%

***Estimate does not include laboratory fees. Laboratory fee may vary from a minimum of \$2.00 to \$30.00 per course.**

Summary of Changes (Continued)

(B) Student Services Fee

The Student Services Fee Advisory Committee, comprised of students, recommends that this fee be increased from \$9.25 to \$9.60 per semester credit hour with a \$115.00 maximum for full-time students (those registered for 12 semester credit hours or more). This is an increase in the maximum charge of \$4.00 per regular semester. The increase was recommended to provide for band travel expenses, salary and fringe benefit increases, program increases for the Counseling Center, Dean of Students and Learning Center, and an increase in funding for Intercollegiate Athletics.

(C) Institutional Tuition (formerly General Use Fee)

Amendments to Section 55.16, Texas Education Code enacted by the 74th Legislature authorize the assessment of Institutional Tuition in an amount not to exceed the amount assessed for tuition. The \$2 per semester credit hour increase from \$34 to \$36 per semester credit hour will be used to provide funds for the general operating expenses of the university.

(D) Housing Fees

(1) The rates have increased due to continued growth in actual and anticipated expenses. The fact housing employs approximately 800 students means that the increases in minimum wage have had a particularly large impact on salary expenses. The pay raise applied to all full-time employees also greatly effected salary expenses. The addition of new facilities, such as, Carpenter/Wells, and New services, such as, the residence hall computer network and private phone lines add both to the debt service costs and operating costs. Other expenses, such as utility rates and food costs, continue to rise each year. In addition to meeting these expenses, the costs of maintenance and replacement increase as our buildings age. It is important to maintain the buildings properly and to build our capital improvement reserves for needed renovations and equipment replacement. The capital improvement plans developed by the department will require significant reserves during the next ten years. In 1993, a four-year guaranteed rate policy was established. This program will be phased out following the 1998-99 fiscal year. This means that the rate increases are tempered by the fact that approximately 50% of the residents will be paying at previous year's lower rates. The true average increase in the rates for 1998-1999 will be approximately 4.9%.

As a part of a departmental strategic planning process, we determined that students were requesting more flexible meal plans and greater variety in food service. This has led to the planned renovation of Stangel/Murdough Dining into a food court during the summer, 1998, and the introduction of the new FLEX meal plans that are included in the new rate proposal. The FLEX meal plans include a set number of meals per week and Dining Dollars that can be used at various a la carte locations, such as the new food court and the new deli/convenience store in Carpenter/Wells. The meal plans also allow students to use their set number of meals as an "equivalent" dollar amount per meal in the a la carte operations.

(2) Waivers of Housing and Dining fees may be granted on an exceptional basis by the Director of Housing and Dining with the approval of the Vice President for Student Affairs. Criteria for such waivers will be developed by the Director of Housing and Dining and the Vice President for Student Affairs.

(E) Parking Fees and Penalties

Parking fees and penalties will be increased by 10% for fiscal year 1999 in order to maintain the current level of service to faculty, staff, and students.

(F) Fee Waivers

The President of Texas Tech University is authorized to establish waiver criteria and waiver approval procedure for the waiver of Institutional Tuition, Student Service Fee, Medical Services Fee, and University Center Fee in accordance with State Law.

(G) Medical Services Fee

The Student Health Advisory Committee, comprised of students, recommends that this fee be increased from \$49 to \$52 per student enrolled for four (4) or more hours. This increase will be used to cover salary and fringe benefit increases and to fund an additional employee in the Health Education Department.

(H) Library Fee

The Student Services Fee Advisory Committee, comprised of students, recommends the establishment of a \$2 per semester credit hour library fee. This fee will be used to hire additional library staff. The additional staff will allow the library to extend their hours of operation and aid in the obtaining of additional acquisition of periodicals and other library materials.

(I) Installment Option Fee

This fee is being changed to a flat fee rather than a percentage of the unpaid balance in order to more accurately reflect the cost of billing students electing to pay in installments.

(J) Late Registration Fee, Late Payment Fee, and Late Charges on Loans

These fees are being increased from \$15 to \$25 in order to cover the additional salary and other expenses associated with the offices handling these services.

(K) Returned Check Charges

It is recommended that this fee be increased from \$15 to \$25 to cover the additional expenses required to handle and collect returned checks.

(1) REGISTRATION FEES

(A) All Colleges Except School of Law

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 120.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 177.10
2	120.00	19.20	-	72.00	-	12.00	3.50	4.00	230.70
3	120.00	28.80	-	108.00	30.00	18.00	3.50	6.00	314.30
4	144.00	38.40	52.00	144.00	30.00	24.00	3.50	8.00	443.90
5	180.00	48.00	52.00	180.00	30.00	30.00	3.50	10.00	533.50
6	216.00	57.60	52.00	216.00	30.00	36.00	3.50	12.00	623.10
7	252.00	67.20	52.00	252.00	30.00	42.00	3.50	14.00	712.70
8	288.00	76.80	52.00	288.00	30.00	48.00	3.50	16.00	802.30
9	324.00	86.40	52.00	324.00	30.00	54.00	3.50	18.00	891.90
10	360.00	96.00	52.00	360.00	30.00	60.00	3.50	20.00	981.50
11	396.00	105.60	52.00	396.00	30.00	66.00	3.50	22.00	1,071.10
12	432.00	115.00	52.00	432.00	30.00	72.00	3.50	24.00	1,160.50
13	468.00	115.00	52.00	468.00	30.00	78.00	3.50	26.00	1,240.50
14	504.00	115.00	52.00	504.00	30.00	84.00	3.50	28.00	1,320.50
15***	540.00	115.00	52.00	540.00	30.00	90.00	3.50	30.00	1,400.50

¹ See SUMMARY OF CHANGES, Items (A), (B), (C), (G) and (H)

* Add for enrollment in Graduate Programs in: Agriculture - \$36; Architecture - \$35; Arts and Sciences - \$21, except for Biology - \$24, Theatre & Dance, and Public Administration - \$23; Business Administration - \$36; Education - \$36; Engineering - \$36, Human Sciences - \$36 per semester credit hour

** See Student Services Fee Schedule of services provided

*** Hours over 15, add \$36 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, and \$2 per hour for Library Fee. (Enrollment at the Junction Center during the long Term is not anticipated.)

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 60.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 117.10
2	72.00	19.20	-	72.00	-	12.00	3.50	4.00	182.70
3	108.00	28.80	-	108.00	30.00	18.00	3.50	6.00	302.30
4	144.00	38.40	26.00	144.00	30.00	24.00	3.50	8.00	417.90
5	180.00	48.00	26.00	180.00	30.00	30.00	3.50	10.00	507.50
6	216.00	57.60	26.00	216.00	30.00	36.00	3.50	12.00	597.10
7***	252.00	67.20	26.00	252.00	30.00	42.00	3.50	14.00	686.70

¹ See SUMMARY OF CHANGES, Items (A), (B), (C), (G) and (H)

* Add for enrollment in Graduate Programs in: Agriculture - \$36; Architecture - \$35; Arts and Sciences - \$21, except for Biology - \$24, Theatre & Dance, and Public Administration - \$23; Business Administration - \$36; Education - \$36; Engineering - \$36, Human Sciences - \$36 per semester credit hour.

** See Student Services Fee Schedule of services provided. Fee not applicable for Summer term Enrollment at the Junction Center. Student Services Fee at the Junction Center is \$9.60 per semester credit hour, not to exceed a maximum of \$115, Medical Services Fee is \$3 per semester credit hour and there is no University Center Fee.

*** Hours over 7, add \$36 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, \$2 per hour for Library Fee, and \$9.60 per hour for Student Services Fee (\$115 maximum)

(1) REGISTRATION FEES (Continued)

(A) All Colleges Except School of Law

3. Non-Residents, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 249.00	\$9.60	\$ -	\$36.00	\$ -	\$6.00	\$3.50	\$2.00	\$ 306.10
2	498.00	19.20	-	72.00	-	12.00	3.50	4.00	608.70
3	747.00	28.80	-	108.00	30.00	18.00	3.50	6.00	941.30
4	996.00	38.40	52.00	144.00	30.00	24.00	3.50	8.00	1,295.90
5	1,245.00	48.00	52.00	180.00	30.00	30.00	3.50	10.00	1,598.50
6	1,494.00	57.60	52.00	216.00	30.00	36.00	3.50	12.00	1,901.10
7	1,743.00	67.20	52.00	252.00	30.00	42.00	3.50	14.00	2,203.70
8	1,992.00	76.80	52.00	288.00	30.00	48.00	3.50	16.00	2,506.30
9	2,241.00	86.40	52.00	324.00	30.00	54.00	3.50	18.00	2,808.90
10	2,490.00	96.00	52.00	360.00	30.00	60.00	3.50	20.00	3,111.50
11	2,739.00	105.60	52.00	396.00	30.00	66.00	3.50	22.00	3,414.10
12	2,988.00	115.00	52.00	432.00	30.00	72.00	3.50	24.00	3,716.50
13	3,237.00	115.00	52.00	468.00	30.00	78.00	3.50	26.00	4,009.50
14	3,486.00	115.00	52.00	504.00	30.00	84.00	3.50	28.00	4,302.50
15***	3,735.00	115.00	52.00	540.00	30.00	90.00	3.50	30.00	4,595.50

¹ See SUMMARY OF CHANGES, Items (A), (B), (C), (G) and (H)

* Add for enrollment in Graduate Programs in: Agriculture - \$36; Architecture - \$35; Arts and Sciences - \$21, except for Biology - \$24, Theatre & Dance, and Public Administration - \$23; Business Administration - \$36; Education - \$36; Engineering - \$36, Human Sciences - \$36 per semester credit hour

** See Student Services Fee Schedule of services provided

*** Hours over 15, add \$249 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, and \$2 per hour for Library Fee. (Enrollment at the Junction Center during the long term is not anticipated.)

4. Non-Residents Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition* ¹	Student Services Fee** ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 249.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 306.10
2	498.00	19.20	-	72.00	-	12.00	3.50	4.00	608.70
3	747.00	28.80	-	108.00	30.00	18.00	3.50	6.00	941.30
4	996.00	38.40	26.00	144.00	30.00	24.00	3.50	8.00	1,269.90
5	1,245.00	48.00	26.00	180.00	30.00	30.00	3.50	10.00	1,572.50
6	1,494.00	57.60	26.00	216.00	30.00	36.00	3.50	12.00	1,875.10
7***	1,743.00	67.20	26.00	252.00	30.00	42.00	3.50	14.00	2,177.70

¹ See SUMMARY OF CHANGES, Items (A), (B), (C), (G) and (H)

* Add for enrollment in Graduate Programs in: Agriculture - \$36; Architecture - \$35; Arts and Sciences - \$21, except for Biology - \$24, Theatre & Dance, and Public Administration - \$23; Business Administration - \$36; Education - \$36; Engineering - \$36, Human Sciences - \$36 per semester credit hour.

** See Student Services Fee Schedule of services provided. Fee not applicable for Summer term Enrollment at the Junction Center. Student Services Fee at the Junction Center is \$9.60 per semester credit hour, not to exceed a maximum of \$115, Medical Services Fee is \$3 per semester credit hour and there is no University Center Fee.

*** Hours over 7, add \$36 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, \$2 per hour for Library Fee, and \$9.60 per hour for Student Services Fee (\$115 maximum).

(1) REGISTRATION FEES (Continued)

(B) School of Law

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition	Student Services Fee ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 160.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 217.10
2	320.00	19.20	-	72.00	-	12.00	3.50	4.00	430.70
3	480.00	28.80	-	108.00	30.00	18.00	3.50	6.00	674.30
4	640.00	38.40	52.00	144.00	30.00	24.00	3.50	8.00	939.90
5	800.00	48.00	52.00	180.00	30.00	30.00	3.50	10.00	1,153.50
6	960.00	57.60	52.00	216.00	30.00	36.00	3.50	12.00	1,367.10
7	1,120.00	67.20	52.00	252.00	30.00	42.00	3.50	14.00	1,580.70
8	1,280.00	76.80	52.00	288.00	30.00	48.00	3.50	16.00	1,794.30
9	1,440.00	86.40	52.00	324.00	30.00	54.00	3.50	18.00	2,007.90
10	1,600.00	96.00	52.00	360.00	30.00	60.00	3.50	20.00	2,221.50
11	1,760.00	105.60	52.00	396.00	30.00	66.00	3.50	22.00	2,435.10
12	1,920.00	115.00	52.00	432.00	30.00	72.00	3.50	24.00	2,648.50
13	2,080.00	115.00	52.00	468.00	30.00	78.00	3.50	26.00	2,852.50
14	2,240.00	115.00	52.00	504.00	30.00	84.00	3.50	28.00	3,056.50
15**	2,400.00	115.00	52.00	540.00	30.00	90.00	3.50	30.00	3,260.50

¹ See SUMMARY OF CHANGES, Items (B), (C), (G) and (H)

* See Student Services Fee Schedule of services provided.

** Hours over 15, add \$160 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, and \$2 per hour for Library Fee.

2. Resident of Texas - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition	Student Services Fee ¹	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 160.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 217.10
2	320.00	19.20	-	72.00	-	12.00	3.50	4.00	430.70
3	480.00	28.80	-	108.00	30.00	18.00	3.50	6.00	674.30
4	640.00	38.40	26.00	144.00	30.00	24.00	3.50	8.00	913.90
5	800.00	48.00	26.00	180.00	30.00	30.00	3.50	10.00	1,127.50
6	960.00	57.60	26.00	216.00	30.00	36.00	3.50	12.00	1,341.10
7**	1,120.00	67.20	26.00	252.00	30.00	42.00	3.50	14.00	1,554.70

¹ See SUMMARY OF CHANGES, Items (B), (C), (G) and (H)

* See Student Services Fee Schedule of services provided.

** Hours over 7, add \$160 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Fee, \$2 per hour for Library Fee, and \$9.60 per hour for Student Services Fee (\$115 maximum).

(1) REGISTRATION FEES (Continued)

(B) School of Law

3. Non-Residents Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition	Student Services Fee ^{*1}	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 329.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 386.10
2	658.00	19.20	-	72.00	-	12.00	3.50	4.00	768.70
3	987.00	28.80	-	108.00	30.00	18.00	3.50	6.00	1,181.30
4	1,316.00	38.40	52.00	144.00	30.00	24.00	3.50	8.00	1,615.90
5	1,645.00	48.00	52.00	180.00	30.00	30.00	3.50	10.00	1,998.50
6	1,974.00	57.60	52.00	216.00	30.00	36.00	3.50	12.00	2,381.10
7	2,303.00	67.20	52.00	252.00	30.00	42.00	3.50	14.00	2,763.70
8	2,632.00	76.80	52.00	288.00	30.00	48.00	3.50	16.00	3,146.30
9	2,961.00	86.40	52.00	324.00	30.00	54.00	3.50	18.00	3,528.90
10	3,290.00	96.00	52.00	360.00	30.00	60.00	3.50	20.00	3,911.50
11	3,619.00	105.60	52.00	396.00	30.00	66.00	3.50	22.00	4,294.10
12	3,948.00	115.00	52.00	432.00	30.00	72.00	3.50	24.00	4,676.50
13	4,277.00	115.00	52.00	468.00	30.00	78.00	3.50	26.00	5,049.50
14	4,606.00	115.00	52.00	504.00	30.00	84.00	3.50	28.00	5,422.50
15**	4,935.00	115.00	52.00	540.00	30.00	90.00	3.50	30.00	5,795.50

¹ See SUMMARY OF CHANGES, Items (B), (C), (G) and (H)

* See Student Services Fee Schedule of services provided.

** Hours over 15, add \$329 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, and \$2 per hour for Library Fee.

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
Hours	Tuition	Student Services Fee ^{*1}	Medical Services Fee ¹	Inst. Tuition ¹	University Center Fee	Info. Tech. Fee	Misc. Mandatory Fees	Library Fee ¹	Total
1	\$ 329.00	\$ 9.60	\$ -	\$ 36.00	\$ -	\$ 6.00	\$ 3.50	\$ 2.00	\$ 386.10
2	658.00	19.20	-	72.00	-	12.00	3.50	4.00	768.70
3	987.00	28.80	-	108.00	30.00	18.00	3.50	6.00	1,181.30
4	1,316.00	38.40	26.00	144.00	30.00	24.00	3.50	8.00	1,589.90
5	1,645.00	48.00	26.00	180.00	30.00	30.00	3.50	10.00	1,972.50
6	1,974.00	57.60	26.00	216.00	30.00	36.00	3.50	12.00	2,355.10
7**	2,303.00	67.20	26.00	252.00	30.00	42.00	3.50	14.00	2,737.70

¹ See SUMMARY OF CHANGES, Items (B), (C), (G) and (H)

* See Student Services Fee Schedule of services provided.

** Hours over 7, add \$329 per hour for Tuition, \$36 per hour for Inst. Tuition, \$6 per hour for Information Technology Fee, \$2 per hour for Library Fee, and \$9.60 per hour for Student Services Fee (\$115 maximum).

(5) **STUDENT SERVICES FEE SCHEDULE**

(A) All Colleges and School of Law - Long Term

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 9.60	Learning Center
2	19.20	Services KTXT-FM
3	28.80	<u>University Daily</u> Law School Student Government Student Organization Advisement Student Government Association Spirit Activities Health Sciences Center Student Government University Counseling Center Attorney for Students Career Planning and Placement Texas Tech Band Dean of Students Programs/Multicultural Services Center Testing
Group II		
4	38.40	All Group I Services
5	48.00	Campus Organizations
6	57.60	Texas Tech Choral Organizations
7	67.20	Texas Tech Symphony Orchestra
8	76.80	Campus Transportation System
Group III		
9	86.40	All Group I Services
10	96.00	All Group II Services
11	105.60	Cultural Events University Theatre
Group IV		
12 or more	115.00	All Group I Services All Group II Services All Group III Services Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

(5) **STUDENT SERVICES FEE SCHEDULE (Continued)**

(B) All Colleges and School of Law - Summer Term*

Credit Hours Enrolled	Required Fees	For Services Of
<hr/>		
Group I		
1	\$ 9.60	Learning Center
2	19.20	Services KTXT-FM
3	28.85	<u>University Daily</u>
		Student Organization Advisement
		Health Sciences Center Student Government
		Student Association
		Spirit Activities
		University Counseling Center
		Attorney for Students
		Career Planning and Placement
		Texas Tech Band
		Dean of Students Programs/Multicultural Services Center
		Testing
<hr/>		
Group II		
4	38.40	All Group I Services
5	48.00	Campus Organizations
6	57.60	Campus Transportation System
7	67.20	Texas Tech Choral Organizations
8	76.80	Texas Tech Symphony Orchestra
9	86.40	Cultural Events
10	96.50	University Theatre
11	105.60	Intercollegiate Athletics
12 or more	115.00	Recreational Services
		(Intramurals, Facilities, Aquatic Center, Sports Clubs)

*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

(2) HOUSING FEES

(A) Deposits and Room and Board Rates¹

1. Room Deposit \$ 60.00
2. Advance Payment \$150.00
3. Room and Board Rates 1998-99 Academic Year Charges

(a) Dormitory Rates: (Per Student for a Double Room and Rate Guaranteed During the Fall and Spring Semesters)

ROOM AND BOARD RATES WITH BASIC MEAL PLANS 1998-99

	20 Meals per Week	13 Meals per Week	9 Meals per Week
<u>Non-Air Conditioned Halls</u>			
Bledsoe, and Sneed	\$ 3,357 to 3,834	\$ 3,266 to 3,710	\$ 3,208 to 3,646
*Gaston, and Doak	\$ 3,387 to 3,866	\$ 3,296 to 3,742	\$ 3,238 to 3,678
<u>Air-Conditioned Halls</u>			
Chitwood, Clement, Coleman, Gates, Horn, Hulen, Knapp, Murdough, Stangel, Wall, and Weymouth	\$ 3,840 to 4,388	\$ 3,749 to 4,264	\$ 3,691 to 4,200
*Gaston	\$ 3,870 to 4,420	\$ 3,779 to 4,296	\$ 3,721 to 4,232
<u>Gordon Hall Suites</u>			
Efficiency	\$ 3,898 to 4,462	\$ 3,807 to 4,338	\$ 3,749 to 4,274
Two bedroom suite	\$ 3,996 to 4,574	\$ 3,905 to 4,450	\$ 3,847 to 4,386
One bedroom suite	\$ 4,135 to 4,756	\$ 4,044 to 4,632	\$ 3,986 to 4,568
Additional for a single room in Gordon Hall	\$ 660 to 770		
Additional for a single room in all other halls	610 to 730		
<u>**Carpenter/Wells Apartments</u>			
Four bedroom	\$ 4,572 to 4,926	\$ 4,481 to 4,802	\$ 4,423 to 4,738
Three bedroom	\$ 4,772 to 5,126	\$ 4,681 to 5,002	\$ 4,623 to 4,938
Two bedroom	\$ 5,172 to 5,526	\$ 5,081 to 5,402	\$ 5,023 to 5,338
One bedroom	\$ 5,552 to 5,906	\$ 5,461 to 5,782	\$ 5,403 to 5,718

*Gaston and Doak Halls operate throughout the academic year. The additional charge will allow residents to remain in the building during the Christmas break.

**All bedrooms in Carpenter/Wells apartments are singles and the complex will operate throughout the academic year.

⁽¹⁾ See SUMMARY OF CHANGES, ITEM (D)

(2) HOUSING FEES (Continued)

(A) Deposits and Room and Board Rates¹

3. (b) Dormitory Rates: (Per Student for a Double Room and Rate Guaranteed During the Fall and Spring Semesters)

ROOM AND BOARD RATES WITH FLEX MEAL PLANS 1998-99

	FLEX 20 Includes 20 Meals per Week and 100 Dining Dollars	FLEX 14 Includes 14 Meals per Week and 150 Dining Dollars	FLEX 10 Includes 10 Meals per Week and 200 Dining Dollars	FLEX 7 Includes 7 Meals per Week and 600 Dining Dollars
<u>Non-Air Conditioned Halls</u>				
Bledsoe, and Sneed	\$ 3,811 to 3,934	\$ 3,763 to 3,886	\$ 3,741 to 3,864	\$ 3,597 to 3,720
*Gaston, and Doak	\$ 3,841 to 3,966	\$ 3,793 to 3,918	\$ 3,771 to 3,896	\$ 3,627 to 3,752
<u>Air-Conditioned Halls</u>				
Chitwood, Clement, Coleman, Gates, Horn, Hulen, Knapp, Murdough, Stangel, Wall, and Weymouth	\$ 4,294 to 4,488	\$ 4,246 to 4,440	\$ 4,224 to 4,418	\$ 4,080 to 4,274
*Gaston	\$ 4,324 to 4,520	\$ 4,276 to 4,472	\$ 4,254 to 4,450	\$ 4,110 to 4,306
<u>Gordon Hall Suites</u>				
Efficiency	\$ 4,352 to 4,562	\$ 4,304 to 4,514	\$ 4,282 to 4,492	\$ 4,138 to 4,348
Two bedroom suite	\$ 4,450 to 4,674	\$ 4,541 to 4,626	\$ 4,519 to 4,604	\$ 4,236 to 4,460
One bedroom suite	\$ 4,589 to 4,856	\$ 4,402 to 4,808	\$ 4,380 to 4,786	\$ 4,375 to 4,642
Additional for a single room in Gordon Hall	\$. to 770			
Additional for a single room in all other halls	to 730			
<u>**Carpenter/Wells Apartments</u>				
Four bedroom	\$ 5,016	\$ 4,968	\$ 4,946	\$ 4,802
Three bedroom	\$ 5,216	\$ 5,168	\$ 5,146	\$ 5,002
Two bedroom	\$ 5,616	\$ 5,568	\$ 5,546	\$ 5,402
One bedroom	\$ 5,996	\$ 5,948	\$ 5,926	\$ 5,782

* Gaston and Doak Halls operate throughout the academic year. The additional charge will allow residents to remain in the building during the Christmas break.

** All bedrooms in Carpenter/Wells apartments are singles and the complex will operate throughout the academic year.

⁽¹⁾ See SUMMARY OF CHANGES, ITEM (D)

(2) HOUSING FEES (Continued)

(A) Deposits and Room and Board Rates¹

3. (c) **Gaston Apartment Rates:** The Gaston Apartments are rented on a monthly basis without a meal plan. These rates include all utilities, furnishings, and telephone.

	Rental Per Month
One bedroom apartment	\$ 409 to 464
Two bedroom apartment	\$ 486 to 546

3. (d) **Summer Rate: Six-Week Terms**
The following rates are for a double room and 20 meal per week for a six-week term of summer school, 1999:

	Air-conditioned 1999	Non-Air 1999
Summer School Residence Halls	\$680	\$607
Additional for a single room per term	\$140	\$140

(B) Miscellaneous Housing Rates for 1998-99¹

1. **Installment Fee:** \$10 per semester for each resident electing to pay accounts in installments.
2. **Late Payment of Room and Board:** \$15 plus \$1 per each additional late day for each installment pay period. Maximum, \$30 for each installment pay period.
3. **Miscellaneous Guest Housing Rates:**

(a) Guest Room and Apartment Rates

All guest rooms and small apartment:	
Double Occupancy – per person	\$24.00/night
Single Occupancy – per person	35.00/night

Larger guest apartments:	
Double Occupancy – per person	\$36.00/night
Single Occupancy – per person	51.00/night

(b) Conference Room Rates

Double Occupancy – per person	\$16.00/night
Single Occupancy – per person	22.00/night

(c) Conference Meal Rates, Including Sales Tax

Breakfast	\$4.50
Lunch	6.45
Dinner	7.80

⁽¹⁾ See SUMMARY OF CHANGES, ITEM (D)

(3) OTHER FEES

A. All Colleges and the School of Law

1. Application Fee: (All applications except those by TTU and TTUHSC Faculty, Staff, their spouse and children)
 - a) Undergraduate (United States Citizens) \$25.00
 - b) Graduate (United States Citizens) 25.00
 - c) Law School 50.00
 - d) Foreign (Undergraduate and Graduate) 50.00
2. Auditing Fee (Students enrolled in 11 semester credit hours or less) 10.00
3. Binding Theses and Dissertations:

Theses – 3 official copies	40.00
Dissertations – 3 official copies and microfilming	90.00
4. Correspondence Courses:

High School Level (per one-half unit)	79.00
College Level (per semester credit hour)	53.00
Credit by Examination (High School and College Level):	
1 to 10 Exams	28.00
11 to 20 Exams	18.00
21 or more Exams	10.00
5. Course Fee (Per Course); Not less than \$3 per Course, but not more than \$45, except that the fee shall not exceed, in general, the cost of the materials or services directly associated with the course—not including faculty salaries. The fee established for individual courses shall be determined and approved under a policy established by the Administration. 45.00
6. Diploma Replacement Fee 16.00
7. Diploma Insert Fee (re-application for graduation) 2.00
8. Education Abroad Program Fee (with the approval of the Vice Provost for Academic Affairs and Vice President for Fiscal Affairs, the fee may be set in an amount not to exceed the cost of offering the program but not less than \$50.00 and not more than) 250.00
9. General Property Deposit (Collected at first enrollment and maintained at this level at each subsequent enrollment) 10.00
10. Identification Card Maintenance Fee (\$2.50 for each long term and each Long term and each summer session) \$2.50
11. Identification Card Replacement Fee 10.00
12. Identification Card Revalidation Fee 5.00
13. Information Technology Fee (Per Semester Credit Hour) 6.00
14. Installment Payment of Tuition/Fees Option Fee (Per Semester) 10.00¹

(1) See SUMMARY OF CHANGES, ITEM (I)

(3) OTHER FEES (Continued)

(A) All Colleges and the School of Law (Continued)

15. International Education Fee (each registration)	1.00
16. International Student Fee (each non-immigrant international student- each summer session \$15.00; each semester)	30.00
17. Laboratory Fee (Per Laboratory Section; Not less than \$2 per section, but not more than \$30, except that the fee shall not exceed, in general, the cost of operating the laboratory—not including personnel and equipment costs. The fee established for individual laboratory sections should be determined and approved under a policy established by the Administration)	30.00
18. Late Charges on Loans	25.00 ¹
19. Late Payment Fee (assessed the first working day after the billing due date)	25.00 ¹
20. Late Registration Fee (beginning the 1 st class day)	25.00 ¹
21. Law School Deposit	200.00
22. New Student Orientation Fee:	
Students Only	35.00
Student and Family	45.00
23. Post Suspension Assistance Fee (XL – Strategies)	100.00
24. Private Music Instruction:	
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002, 5001 (1 hour each) (summer - \$6.00)	15.00
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002, 5001 (2 to 4 hours each) (summer - \$12)	30.00
25. Post Census Day Matriculation Fee (After 20 th class day of a long term or 15 th class day of a summer term)	100.00
26. Returned Check Charges	25.00 ¹
27. Sponsored International Student Administrative Fee	250.00

⁽¹⁾ See SUMMARY OF CHANGES, ITEMS (J) AND (K)

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER - STUDENT FEES
Effective Beginning Fall Semester, 1998
Summary of Changes

(A) Tuition

As a result of the action by the 74th Legislature, Regular Session, the following tuition rates are in effect for the academic year beginning with the Fall Semester, 1998:

1. School of Allied Health, School of Nursing (Undergraduate), and Graduate School of Biomedical Sciences - Residents of Texas
\$36 per semester credit hour with minimums of \$120 for a long term and \$60 for a summer term (increased from the \$34 per semester credit hour in effect for the 1997-1998 academic year).
2. School of Allied Health, School of Nursing (Undergraduate), and Graduate School of Biomedical Sciences - Non-Resident Students, U.S. Citizens and Foreign Students
\$249 per semester credit hour, no minimums (increased from the \$248 per semester credit hour in effect for the 1997-1998 academic year).
3. The Board of Regents previously authorized School of Nursing graduate tuition at 1-1/2 times the undergraduate rate. The School of Nursing graduate tuition will increase from \$51 per semester credit hour to \$54 per semester credit hour (1-1/2 times \$36) for Texas residents and from \$265 per semester credit hour to \$267 per semester credit hour (\$249 + \$18) for non-residents.
4. The Board of Regents previously authorized School of Pharmacy graduate tuition at 2 times the undergraduate rate. The School of Pharmacy graduate tuition will be \$72 per semester credit hour (2 times \$36) for Texas residents and \$285 per semester credit hour (\$249 + \$36) for non-residents.

(B) Institutional Tuition (previously General Use Fee)

Amendments to Section 55.16, Texas Education Code, enacted by the 75th Legislature authorize the assessment of Institutional Tuition in an amount not to exceed the amount assessed for State Tuition. The \$2 per semester credit hour increase from \$34 to \$36 per semester credit hour will be used to provide funds for the general operating expenses of the Health Sciences Center.

(C) Student Services Fee

The Student Services Fee Advisory Committee, composed of students, recommends that this fee be increased from \$9.25 to \$9.60 per semester credit hour with a \$115 maximum for full-time students (those registered for 12 semester credit hours or more). This will result in an increase of \$4 in the maximum charge, from \$111 to \$115. This increase was recommended to provide for rising costs in salary and fringe benefit increases, band travel expenses, program increases for the Counseling Center, Dean of Students and the Learning Center, and additional funding for Intercollegiate Athletics.

(D) Long Term Disability Insurance Fee

The School of Medicine recommends that this fee be decreased from \$75 to \$50 per student per year to more closely match current premium costs.

- (E) Medical Services Fee
The Student Health Advisory Committee has recommended an increase in this fee from \$49 to \$52 per student per semester to help fund salary increases.
- (F) Application Fee – Schools of Allied Health and Nursing
The Schools of Allied Health and Nursing have recommended that this fee be increased from \$30 to \$35 to provide for the costs of printing, copying, and mailing of application materials.
- (G) Orientation Fee – Nursing
The School of Nursing has recommended that this fee be increased from \$30 to \$50 to provide for the increased cost of printing materials, providing NET testing, the students' name badge, sleeve patch, *Making Your Mark* booklet, a subscription to *The American Nurses Magazine*, and two required student pamphlets: *Texas Statutes Regulating the Practice of Professional Nursing* and *Code for Nurses*.
- (H) Clinical Simulation Center
The School of Nursing has recommended that this fee be increased from \$20 to \$25 for all Nursing students enrolled in courses that utilize the Clinical Simulation Center to provide for all disposable supplies that students will use.
- (I) Progressions Fee
The School of Nursing has recommended increasing this fee from \$65 to \$70 for all non RN students enrolled in nursing courses 2601, 3401, 4400, or 4410. These fees will cover the cost of the required Diagnostic Readiness Test or Nursing Licensure Exam and costs associated with the convocation ceremony or graduation and awards banquet including stage setup, rental of facility, refreshments, nursing cap, tie or pin presented to each student, and the printing of programs and invitations.
- The School of Nursing has recommended increasing this fee from \$35 to \$40 for all RN's and graduate students upon enrollment in theses who are enrolled in nursing courses 4400, 4410, or 4801. These fees will cover the costs associated with the graduation and awards banquet including stage setup, rental of facility, refreshments, and the printing of programs and invitations.
- (J) Late Registration Fee, Late Payment Fee, and Late Charges on Loans
These fees are being increased from \$15 to \$25 in order to cover the additional salary and other expenses associated with the offices handling these services.
- (K) Vehicle Registration Fees, Refunds, and Penalties
The proposed increases in vehicle registration fees, refunds, and penalties include increases of \$2 to \$10 per year for faculty, staff, and commuters to be effective for fiscal year 1999. This increase will be used to fund surface parking improvements, changes in traffic and parking enforcement, and to implement parking improvements related to the campus master plan.
- (L) Returned Check Charges
It is recommended that this fee be increased from \$15 to \$25 to cover the additional expensed required to handle and collect returned checks.
- (M) Installment Option Fee
It is recommended that this fee be changed from a 1.5% charge on the unpaid balance of tuition and fees to a \$10 per student per semester charge for the School of Allied Health, School of Nursing, and the Graduate School of Biomedical Sciences to more accurately reflect the cost of billing students electing to pay in installments.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
STUDENT FEES
EFFECTIVE BEGINNING 1998-1999 ACADEMIC YEAR

(f) REGISTRATION FEES

(A) School of Allied Health, School of Nursing, Graduate School of Biomedical Sciences, and School of Pharmacy

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
	*State Tuition(1)	Student(1)	Medical(1)	Institutional	University	Info	ID	Int'l	
	\$36/SCH	Services	Services	Tuition (1)	Center	Tech	Card	Ed	
Hours	\$120 Minimum	Fee**	Fee		Fee	Fee	Fee	Fee	Total
1	\$120.00	\$9.60	0.00	\$36.00	\$0.00	\$2.00	\$2.50	\$1.00	\$171.10
2	120.00	19.20	0.00	72.00	0.00	4.00	2.50	1.00	218.70
3	120.00	28.80	0.00	108.00	30.00	6.00	2.50	1.00	296.30
4	144.00	38.40	52.00	144.00	30.00	8.00	2.50	1.00	419.90
5	180.00	48.00	52.00	180.00	30.00	10.00	2.50	1.00	503.50
6	216.00	57.60	52.00	216.00	30.00	12.00	2.50	1.00	587.10
7	252.00	67.20	52.00	252.00	30.00	14.00	2.50	1.00	670.70
8	288.00	76.80	52.00	288.00	30.00	16.00	2.50	1.00	754.30
9	324.00	86.40	52.00	324.00	30.00	18.00	2.50	1.00	837.90
10	360.00	96.00	52.00	360.00	30.00	20.00	2.50	1.00	921.50
11	396.00	105.60	52.00	396.00	30.00	22.00	2.50	1.00	1,005.10
12	432.00	115.00	52.00	432.00	30.00	24.00	2.50	1.00	1,088.50
13	468.00	115.00	52.00	468.00	30.00	24.00	2.50	1.00	1,160.50
14	504.00	115.00	52.00	504.00	30.00	24.00	2.50	1.00	1,232.50
15	540.00 ***	115.00	52.00	540.00 ***	30.00	24.00	2.50	1.00	1,304.50

(1) See SUMMARY OF CHANGES, Items (A), (B), (C), and (E).

* Add for enrollment in Graduate Programs in Nursing \$18 per semester credit hour, and \$36 per semester credit hour for School of Pharmacy.

Additional tuition may be charged for graduate courses taken through TTU.

** See Student Services Fees Schedule of services provided.

*** Hours over 15, add \$36 per hour for State Tuition, \$54 per hour for Nursing Graduate Tuition, \$72 per hour for School of Pharmacy Tuition, \$36 per hour for Institutional Tuition; Student Services, Medical Services, University Center Fee, Information Technology, Identification Card, and International Education Fees remain the same.

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
	*State Tuition(1)	Student(1)	Medical(1)	Institutional	University	Info	ID	Int'l	
	\$36/SCH	Services	Services	Tuition (1)	Center	Tech	Card	Ed	
Hours	\$120 Minimum	Fee**	Fee		Fee	Fee	Fee	Fee	Total
1	\$60.00	\$9.60	\$0.00	\$36.00	\$0.00	\$2.00	\$2.50	\$1.00	\$111.10
2	72.00	19.20	0.00	72.00	0.00	4.00	2.50	1.00	170.70
3	108.00	28.80	0.00	108.00	15.00	6.00	2.50	1.00	269.30
4	144.00	38.40	26.00	144.00	15.00	8.00	2.50	1.00	378.90
5	180.00	48.00	26.00	180.00	15.00	10.00	2.50	1.00	462.50
6	216.00	57.60	26.00	216.00	15.00	12.00	2.50	1.00	546.10
7	252.00 ***	67.20 ***	26.00	252.00 ***	15.00	14.00	2.50	1.00	629.70

(1) See SUMMARY OF CHANGES, Items (A), (B), (C), and (E).

* Add for enrollment in Graduate Programs in Nursing \$18 per semester credit hour.
Additional tuition may be charged for graduate courses taken through TTU.

** See Student Services Fees Schedule of services provided.

*** Hours over 7, add \$36 per hour for State Tuition, \$54 per hour for Nursing Graduate Tuition, \$36 per hour for Institutional Tuition, \$9.60 per hour (maximum \$115.00) for Student Services Fees; \$2 per hour (maximum \$24) for Information Technology Fee; Medical Services, University Center, Identification Card, and International Education Fees remain the same.

(II) REGISTRATION FEES (continued)

(A) School of Allied Health, School of Nursing, Graduate School of Biomedical Sciences, and School of Pharmacy

3. Non-Resident Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	f.	g.	h.	
	*State Tuition(1)	Student(1)	Medical(1)	Institutional	University	Info	ID	Int'l	
Hours	\$249/SCH	Services	Services	Tuition (1)	Center	Tech	Card	Ed	Total
	No Minimum	Fee**	Fee		Fee	Fee	Fee	Fee	
1	\$249.00	\$9.60	\$0.00	\$36.00	\$0.00	\$2.00	\$2.50	\$1.00	\$300.10
2	498.00	19.20	0.00	72.00	0.00	4.00	2.50	1.00	596.70
3	747.00	28.80	0.00	108.00	30.00	6.00	2.50	1.00	923.30
4	996.00	38.40	52.00	144.00	30.00	8.00	2.50	1.00	1,271.90
5	1,245.00	48.00	52.00	180.00	30.00	10.00	2.50	1.00	1,568.50
6	1,494.00	57.60	52.00	216.00	30.00	12.00	2.50	1.00	1,865.10
7	1,743.00	67.20	52.00	252.00	30.00	14.00	2.50	1.00	2,161.70
8	1,992.00	76.80	52.00	288.00	30.00	16.00	2.50	1.00	2,458.30
9	2,241.00	86.40	52.00	324.00	30.00	18.00	2.50	1.00	2,754.90
10	2,490.00	96.00	52.00	360.00	30.00	20.00	2.50	1.00	3,051.50
11	2,739.00	105.60	52.00	396.00	30.00	22.00	2.50	1.00	3,348.10
12	2,988.00	115.00	52.00	432.00	30.00	24.00	2.50	1.00	3,644.50
13	3,237.00	115.00	52.00	468.00	30.00	24.00	2.50	1.00	3,929.50
14	3,486.00	115.00	52.00	504.00	30.00	24.00	2.50	1.00	4,214.50
15	3,735.00 ***	115.00	52.00	540.00 ***	30.00	24.00	2.50	1.00	4,499.50

(1) See SUMMARY OF CHANGES, Items (A), (B), (C), and (E).

* Add for enrollment in Graduate Programs in Nursing \$18 per semester credit hour and \$36 per semester credit hour for School of Pharmacy.

Additional tuition may be charged for graduate courses taken through TTU.

** See Student Services Fees Schedule of services provided.

*** Hours over 15, add \$249 per hour for State Tuition, \$267 per hour for Nursing Graduate Tuition, \$285 per hour for School of Pharmacy Tuition, \$36 per hour for Institutional Tuition; Student Services, Medical Services, University Center Fee, Information Technology, Identification Card, and International Education Fees remain the same.

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	f.	g.	h.	
	*State Tuition(1)	Student(1)	Medical(1)	Institutional	University	Info	ID	Int'l	
Hours	\$249/SCH	Services	Services	Tuition (1)	Center	Tech	Card	Ed	Total
	No Minimum	Fee**	Fee		Fee	Fee	Fee	Fee	
1	\$249.00	\$9.60	\$0.00	\$36.00	\$0.00	\$2.00	\$2.50	\$1.00	\$300.10
2	498.00	19.20	0.00	72.00	0.00	4.00	2.50	1.00	596.70
3	747.00	28.80	0.00	108.00	15.00	6.00	2.50	1.00	908.30
4	996.00	38.40	26.00	144.00	15.00	8.00	2.50	1.00	1,230.90
5	1,245.00	48.00	26.00	180.00	15.00	10.00	2.50	1.00	1,527.50
6	1,494.00	57.60	26.00	216.00	15.00	12.00	2.50	1.00	1,824.10
7	1,743.00 ***	67.20 ***	26.00	252.00 ***	15.00	14.00	2.50	1.00	2,120.70

(1) See SUMMARY OF CHANGES, Items (A), (B), (C), and (E).

* Add for enrollment in Graduate Programs in Nursing \$18 per semester credit hour.

Additional tuition may be charged for graduate courses taken through TTU.

** See Student Services Fees Schedule of services provided.

*** Hours over 7, add \$249 per hour for State Tuition, \$267 per hour for Nursing Graduate Tuition, \$36 per hour for Institutional Tuition; \$9.60 per hour (maximum \$115.00) for Student Services Fees; \$2 per hour (maximum \$24) for Information Technology Fee; Medical Services, University Center, Identification Card, and International Education Fees remain the same.

(1) REGISTRATION FEES (continued)

(B) School of Medicine

1. Residents of Texas

	Academic Year 9 Mo. but <10.5 Mo.	Academic Year 10.5 to 12 Mo.
a. Tuition	\$6,550	\$6,550
b. Student Services Fee (1)	288	\$345
c. Medical Services Fee (1)	104	156
d. Institutional Tuition (1)	664	991
e. U.C. Fee	30	45
f. Information Technology Fee	50	50
g. Identification Card Fee	5	5
h. International Education Fee	2	2
i. Long Term Disability Insurance (1)	50	50
j. Malpractice Insurance	25	25
Total	<u>\$7,768</u>	<u>\$8,219</u>

2. Non-Resident Students, United States Citizens and Foreign Students

	Academic Year 9 Mo. but <10.5 Mo.	Academic Year 10.5 to 12 Mo.
a. Tuition	\$19,650	\$19,650
b. Student Services Fee (1)	288	345
c. Medical Services Fee (1)	104	156
d. Institutional Tuition (1)	664	991
e. U.C. Fee	30	45
f. Information Technology Fee	50	50
g. Identification Card Fee	5	5
h. International Education Fee	2	2
i. Long Term Disability Insurance (1)	50	50
j. Malpractice Insurance	25	25
Total	<u>\$20,868</u>	<u>\$21,319</u>

Tuition - Summer Term

3. No additional tuition for summer term is required of School of Medicine students, regardless of residency.

(1) See SUMMARY OF CHANGES, Item (B), (C), (D), and (E).

(2) OTHER FEES

Application Fee	- Allied Health (F)	35.00
	- Graduate School of Biomedical Sciences	
	Foreign	50.00
	U.S. Citizen	25.00
	- Medicine	40.00
	- Nursing (including Special Students) (F)	35.00
	- Pharmacy	50.00
Auditing (per class)	Students enrolled in 11 semester credit hours or less	
	- Allied Health, Graduate School of Biomedical Sciences, and Nursing	10.00
Binding Theses & Dissertations	- Allied Health (Theses) - 4 Official Copies - No Microfilming	52.00
	- Graduate School of Biomedical Sciences Theses - 4 Official Copies	52.00
	Dissertations - 4 Official Copies and Microfilming	102.00
	- Nursing (Masters) - 4 Official Copies and Microfilming	92.00
Challenge Credit by Examination	- Nursing (non-refundable)	Max. 100.00
Clinical Simulation Center (per course)	- Nursing – Freshmen, Sophomore, Junior, Senior, and Graduate (H)	25.00
Course Fees (per course)	Not less than \$3 per course, but not more than \$45, except that the fee shall not exceed, in general, the cost of the materials or services directly associated with the course – not including the faculty salaries. The fee established for individual courses shall be determined and approved under a policy established by the Administration.	
	- Allied Health, Graduate School of Biomedical Sciences, Nursing, Medicine and Pharmacy	Min. 3.00 Max. 45.00
Dean's Letter (per copy)	- Medicine	3.00
Drug Information Center	- Pharmacy (1st, 2nd, and 3rd year students, fall semester)	120.00

(2) OTHER FEES

General Property Deposit	Collected at first enrollment and maintained at this level at each subsequent enrollment.	
	- Allied Health, Graduate School of Biomedical Sciences, Nursing, and Pharmacy	10.00
	- Medicine	30.00
Graduation Fee	- Allied Health	
	Undergraduate	35.00
	Graduate	50.00
	- Graduate School of Biomedical Sciences	50.00
	Re-application for graduation	25.00
	- Medicine (first intent to graduate)	50.00
	Subsequent payments	25.00
	- Nursing	
	Undergraduate	35.00
	Graduate	50.00
	- Pharmacy (first intent to graduate)	50.00
	Subsequent payments	25.00
I.D. Card Replacement Fee (per occurrence)	- All Schools	10.00
I.D. Card Revalidation Fee	- All Schools	5.00
Installment Option Fee	- Medicine and Pharmacy	1.5% of unpaid balance
	- Allied Health, Nursing, and Graduate School of Biomedical Sciences (M)	\$10/Student/Semester
International Student Fee (non-immigrant international students only)	- Allied Health, Graduate School of Biomedical Sciences, Nursing, and Pharmacy (per semester, per summer session \$15)	30.00
	- Medicine (per year)	60.00
Laboratory Fees	- Per laboratory section; not less than \$2 per section, but not more than \$30, except that the fee shall not exceed, in general, the cost of operating the laboratory not including personnel and equipment costs. The fee established for individual laboratory courses shall be determined and approved under a policy by the Administration.	
	- Allied Health, Graduate School of Biomedical Sciences, and Pharmacy	30.00
	- Medicine (per year) first and second year Students	32.00
Late Charges on Loans	- All Schools (J)	25.00

(2) OTHER FEES

Late Payment Fee	- All Schools (J)	25.00/billing
Late Registration Fee	- All Schools (J)	25.00
Malpractice Insurance	- Allied Health and Nursing (fall semester)	14.50
	- Pharmacy (fall semester)	17.00
	- Medicine (per year)	25.00
Microscope Fee	- Allied Health (CLS Juniors and Seniors)	50.00
	- Medicine (first and second year students)	120.00
Orientation Fee	- Nursing (G)	50.00
Progressions Fee	- Nursing (I)	
	2601 or 3401; 4400 or 4410 (all non-RNs)	70.00
	4400, 4410 or 4801 (RNs only and graduate students upon enrollment in theses)	40.00
	- Pharmacy (spring semester)	60.00
Post Census Day Matriculation Fee	- Allied Health, Graduate School of Biomedical Sciences, Nursing, and Pharmacy	100.00
Returned Check Charges	- All Schools (L)	25.00
Standardized Testing Fee	- Nursing	12.00
Transcript Fee (per copy)	- All Schools	2.00
Tuition Deposits	Required of students accepted for enrollment. To be applied against required tuition assessed at first enrollment. Refundable if the student does not enroll.	
	- Allied Health	50.00
	- Medicine	100.00
	- Nursing	50.00
	- Pharmacy	100.00
Validation Fee	- Nursing (Charged on all graduate Assessment courses)	50.00

(4) STUDENT SERVICES FEE SCHEDULE

Board Minutes
March 12, 1998
Attachment CW7, page 9
Item CW53

(A) Long Term

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 9.60	Learning Center
2	19.20	Services KTXT-FM
3	28.80	<u>University Daily</u> Law School Student Government Student Organization Advisement Student Government Association Spirit Activities Health Sciences Center Student Government University Counseling Center Attorney for Students Career Planning and Placement Texas Tech Band Dean of Students Programs/Multicultural Service Center Testing
Group II		
4	38.40	All Group I Services
5	48.00	Campus Organizations
6	57.60	Texas Tech Choral Organizations
7	67.20	Texas Tech Symphony Orchestra
8	76.80	Campus Transportation System
Group III		
9	86.40	All Group I Services
10	96.00	All Group II Services
11	105.60	Cultural Events University Theatre
Group IV		
12 or more	115.00	All Group I Services All Group II Services All Group III Services Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

(4) STUDENT SERVICES FEE SCHEDULE (continued)

Board Minutes
March 12, 1998
Attachment CW7, page 10
Item CW53

(B) Summer Term

Credit Hours Enrolled	Required Fees	For Services Of
<hr/>		
Group I		
1	\$ 9.60	Learning Center
2	19.20	Services KTXT-FM
3	28.80	<u>University Daily</u>
		Law School Student Government
		Student Organization Advisement
		Student Government Association
		Spirit Activities
		Health Sciences Center Student Government
		University Counseling Center
		Attorney for Students
		Career Planning and Placement
		Texas Tech Band
		Dean of Students/Multicultural Services Center
<hr/>		
Group II		
4	38.40	All Group I Services
5	48.00	Campus Organizations
6	57.60	Campus Transportation
7	67.20	Texas Tech Choral Organizations
8	76.80	Texas Tech Symphony Orchestra
9	86.40	Cultural Events
10	96.00	University Theatre
11	105.60	Intercollegiate Athletics
12 or more	115.00	Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

(4) PARKING FEES AND PENALTIES¹

(A) Permit Fees and Refunds

TEXAS TECH UNIVERSITY VEHICLE REGISTRATION RATE SCHEDULE 1998-1999										
Rates Through	Faculty/Staff Reserved 12 Months		Faculty/Staff Area Reserved 12 Months		Residence Halls 9 Months		Commuter 9 Months		Two-Wheeled Vehicles 12 Months	
	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Jun 30	\$ 109.00	\$ 94.90	\$ 57.00	\$ 47.25					\$ 17.00	\$ 10.50
Jul 31	99.90	85.80	52.25	42.50					15.50	9.00
Aug 31	90.80	76.70	47.50	37.75					14.00	7.50
Sep 30	81.70	67.60	42.75	33.00	\$ 62.00	\$ 50.10	\$ 43.00	\$ 33.20	12.50	6.00
Oct 31	72.60	58.50	38.00	28.25	55.10	43.20	38.20	28.40	11.00	4.50
Nov 30	63.50	49.40	33.25	23.50	48.20	36.30	33.40	23.60	9.50	3.00
Dec 31	54.40	40.30	28.50	18.75	41.30	29.40	28.60	18.80	8.00	1.50
Jan 31	45.30	31.20	23.75	14.00	34.40	22.50	23.80	14.00	6.50	-
Feb 28	36.20	22.10	19.00	9.25	27.50	15.60	19.00	9.20	5.00	-
Mar 31	27.10	13.00	14.25	4.50	20.60	8.70	14.20	4.40	3.50	-
Apr 30	18.00	3.90	9.50	-	13.70	-	9.40	-	2.00	-
May 15	8.90	-	4.75	-	6.80	-	4.60	-	1.00	-

SUMMER SCHOOL SESSIONS

Permit for First and Second Summer Sessions	Cost	Refund
Jun 30	\$ 21.00	\$ 9.00
Jul 31	14.00	2.00
Aug 31	7.00	-
Permit for First OR Second Session only	\$ 11.00	***

*** A refund will be given through the second week of classes; after that time no refund will be issued.

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

¹See SUMMARY OF CHANGES, Item (E)

PARKING FEES AND PENALTIES¹ (Continued)

- (B) Penalties: All vehicles driven on University property are subject to all State of Texas, City of Lubbock, and University laws and regulations.

1. Citation Service Fees:

- | | |
|---|----------|
| a. Parking in space designated for persons with disabilities without proper insignia or other related violations \$100 per citation, (if not paid within ten calendar days, \$105). | \$100.00 |
| b. Use of lost or stolen permit \$50 per citation, (if not paid within ten calendar days, \$55). | 50.00 |
| c. All other parking violations \$10 - \$25 per citation, (if not paid within ten calendar days, \$30). | 10-25 |

- | | |
|---|-------|
| 2. Impoundment Fees (In addition to the citation/s--some impoundment fees may be higher, depending upon type, if vehicle impounded and wrecker service used.) (\$45, if not paid within ten calendar days.) | 40.00 |
| 3. Fee if driver arrives after hook-up but prior to impoundment | 17.50 |
| 4. Storage Fee for Impounded Vehicles (per day, including tax; commencing 24 hours after impoundment. Maximum \$130/month) | 6.00 |

⁽¹⁾ See SUMMARY OF CHANGES, ITEM (E)

(3) VEHICLE REGISTRATION FEES, REFUNDS, AND PENALTIES (K)

1998-1999 Rates Through	Faculty/Staff Reserved Space		Faculty/Staff Reserved Area		Commuter		Commuter		Two-Wheeler	
	12 Months		12 Months		12 Months		9 Months		12 Months	
	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sep. 30	\$109.00	\$94.90	\$79.00	\$69.00	\$57.00	\$48.00	\$43.00	\$33.20	\$17.00	\$10.50
Oct. 31	\$99.90	\$85.80	\$72.50	\$62.50	\$52.50	\$43.50	\$38.20	\$28.40	\$15.50	\$9.00
Nov. 30	\$90.80	\$76.70	\$66.00	\$56.00	\$48.00	\$39.00	\$33.40	\$23.60	\$14.00	\$7.50
Dec. 31	\$81.70	\$67.60	\$59.50	\$49.50	\$43.50	\$34.50	\$28.60	\$18.80	\$12.50	\$6.00
Jan. 31	\$72.60	\$58.50	\$53.00	\$43.00	\$39.00	\$30.00	\$23.80	\$14.00	\$11.00	\$4.50
Feb. 28	\$63.50	\$49.40	\$46.50	\$36.50	\$34.50	\$25.50	\$19.00	\$9.20	\$9.50	\$3.00
Mar. 31	\$54.40	\$40.30	\$40.00	\$30.00	\$30.00	\$21.00	\$14.20	\$4.40	\$8.00	\$1.50
Apr. 30	\$45.30	\$31.20	\$33.50	\$23.50	\$25.50	\$16.50	\$9.40	\$0.00	\$6.50	\$0.00
May 31	\$36.20	\$22.10	\$27.00	\$17.00	\$21.00	\$12.00	\$4.60	\$0.00	\$5.00	\$0.00
Jun. 30	\$27.10	\$13.00	\$20.50	\$10.50	\$16.50	\$7.50			\$3.50	\$0.00
Jul. 31	\$18.00	\$3.90	\$14.00	\$4.00	\$12.00	\$0.00			\$2.00	\$0.00
Aug. 31	\$8.90	\$0.00	\$7.50	\$0.00	\$7.50	\$0.00			\$1.00	\$0.00

REFUNDS ARE BASED ON THE SCHEDULE.

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

Additional Permits (after two)	\$2.00
Replacement Permits w/identifiable remnants; non-transferable permit	\$2.00
Temporary Permits (Non-Refundable)	
Area Parking per Week	\$2.00
Reserved Space per Week	\$3.00

(3) VEHICLE REGISTRATION FEES, REFUNDS, AND PENALTIES (continued)
VIOLATIONS AND IMPOUNDMENT

VIOLATION #	VIOLATION	FINE	IMPOUNDABLE OFFENSE
1	Parking in non-designated areas.	\$15.00	YES
2	Parking Permit not properly installed.	\$10.00	NO
3	Parking in a fire lane.	\$25.00	YES
4	Failure to remove expired permit(s).	\$10.00	NO
5	Parking in a no parking or tow away zone.	\$15.00	YES
6	Parking in service vehicle spaces, service drives or access drives.	\$15.00	YES
7	Unauthorized parking in reserved parking spaces.	\$25.00	YES
8	Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.	\$25.00	YES
9	Parking overtime in a time limit zone.	\$10.00	YES
10	Parking a bicycle in violation of these regulations.	\$10.00	YES
11	Parking a vehicle beyond the lines of a parking space.	\$10.00	NO
12	Parking in reserved zones without proper permit.	\$15.00	YES
13	Parking on wrong side of street facing oncoming traffic.	\$15.00	NO
14	Parking without a valid permit.	\$25.00	YES
15	Parking a motor vehicle upon any unmarked or unimproved ground which has not been designated for parking.	\$25.00	YES
16	Parking in a space or area designated for persons with disabilities without the proper insignia.	\$100.00	YES
17	Blocking an access ramp or curb cut designed to aid persons with disabilities.	\$100.00	YES
18	Display or use of a lost, stolen, forged, or altered permit.	\$50.00	YES
19	Other parking violations as defined on the face of the citation.	\$10.00	YES

\$5.00 Late Fee after 10th day

IMPOUNDING FEE

- \$40.00 Initial fee, not including the cost of citation(s).
- \$17.50 If owner/driver arrives before impoundment has begun, they can pay this fee to the tow truck driver or Texas Tech Parking Enforcement to prevent towing
- \$6.00 Storage fee per day, including tax, commencing 24 hours after impoundment.
Maximum storage fee is \$130.00 per month, including tax.

ADOPTED 3/12/98

**SIXTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING BONDS,
SIXTH SERIES (1998) AND APPROVING AND AUTHORIZING INSTRUMENTS AND
PROCEDURES RELATING THERETO**

SIXTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF
REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM
REFUNDING BONDS, SIXTH SERIES (1998), AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

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**SIXTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF
REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING
SYSTEM REFUNDING BONDS, SIXTH SERIES (1998) AND APPROVING
AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING
THERETO**

WHEREAS, on October 21, 1993, the Board of Regents of Texas Tech University (the "Board"), acting separately and independently for and on behalf of Texas Tech University ("TTU") and separately and independently for and on behalf of Texas Tech University Health Sciences Center (the "Health Sciences Center"), which resolution, together with the resolutions adopted November 8, 1996 and on August 22, 1997, is referred to herein as the "Master Resolution"; and

WHEREAS, unless otherwise defined herein, terms used herein shall have the meaning given in the Master Resolution; and

WHEREAS, the Master Resolution establishes the Revenue Financing System comprised of TTU and, to the extent permitted by law (including specifically Section 55.17(e), Texas Education Code), the Health Sciences Center, and pledges the Pledged Revenues to the payment of Parity Obligations to be outstanding under the Master Resolution; and

WHEREAS, the Board heretofore has adopted a **"RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING BONDS, FIRST SERIES (1993) AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO"** (defined as the "First Supplement") and pursuant to the First Supplement to the Master Resolution issued its ***"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING BONDS, FIRST SERIES (1993)"*** in the aggregate principal amount of \$46,420,000 as Parity Obligations under the terms of the Master Resolution; and

WHEREAS, the Board heretofore has adopted a **"RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM BONDS, SECOND SERIES (1995) AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO"** (defined as the "Second Supplement") and pursuant to the Second Supplement to the Master Resolution issued its ***"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM BONDS, SECOND SERIES (1995)"*** in the aggregate principal amount of \$25,000,000 as Parity Obligations under the terms of the Master Resolution; and

WHEREAS, the Board heretofore has adopted a **"RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS, THIRD SERIES (1996) AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO"** (defined as the "Third Supplement") and pursuant to the Third Supplement to the Master Resolution issued its ***"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING AND IMPROVEMENT BONDS, THIRD SERIES (1996)"*** in the aggregate principal amount of \$71,285,000 as Parity Obligations under the terms of the Master Resolution; and

WHEREAS, the Board heretofore has adopted a **"RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM BONDS, FOURTH SERIES (TAXABLE 1996) AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO"** (defined as the "Fourth Supplement") and pursuant to the Fourth Supplement to the Master Resolution issued its ***"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM BONDS, FOURTH SERIES (TAXABLE 1996)"*** in the aggregate principal amount of \$7,380,000 as Parity Obligations under the terms of the Master Resolution; and

WHEREAS, the Board heretofore has adopted a **"FIFTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE REVENUE FINANCING SYSTEM COMMERCIAL PAPER PROGRAM AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO"** (defined as the "Fifth Supplement") and pursuant to the Fifth Supplement to the Master Resolution has the authority to issue at any one time outstanding up to \$100,000,000 in aggregate principal amount of its ***"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM COMMERCIAL PAPER NOTES, SERIES A"*** as Parity Obligations under the terms of the Master Resolution; and

WHEREAS, the Board reserved the right under the terms of the Master Resolution to issue obligations on a parity with the outstanding Parity Obligations; and

WHEREAS, the Board hereby determines that it is in the best interest of TTU to refund certain of the outstanding Parity Obligations to achieve both a present value savings and an absolute savings to the Revenue Financing System; and

WHEREAS, the bonds authorized to be issued by this Sixth Supplement (the "Bonds") are to be issued and delivered pursuant to Chapter 55, Texas Education Code, Vernon's Ann. Tex. Civ. St. Articles 717k and 717q, and other applicable laws; and

WHEREAS, the bonds hereinafter authorized are being issued concurrently with other bonds of the Board (herein defined as the "Concurrent Bonds") which constitute Parity Obligations.

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

Section 1. **DEFINITIONS.** In addition to the definitions set forth in the preamble of this Sixth Supplement, the terms used in this Sixth Supplement (except in the FORM OF BONDS) and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit "A" to this Sixth Supplement attached hereto and made a part hereof.

Section 2. **AMOUNT, PURPOSE, AND DESIGNATION OF THE BONDS.** The **"BOARD OF REGENTS OF TEXAS TECH UNIVERSITY REVENUE FINANCING SYSTEM REFUNDING BONDS, SIXTH SERIES (1998)"**, are hereby authorized to be issued and delivered in the aggregate principal amount not to exceed \$60,000,000 **FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED BONDS AND (ii) PAYING THE COSTS RELATED THERETO.**

Section 3. **DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) **Terms of Bonds.** Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), maturing not later than February 15, 2020, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Bond Purchase Contract relating to the Bonds.

(b) **Underwriters.** Salomon Smith Barney Inc. is hereby designated the senior managing underwriters for the Bonds, and the Pricing Committee is hereby authorized, on behalf of the Board, to negotiate with the senior managing underwriter acting on their behalf and on behalf of the other investment banking firms (as may be approved by the Pricing Committee) named in the Bond Purchase Contract (such firms, together with the co-senior managing underwriters, are hereafter collectively referred to as the "Underwriters") to assure that the Bonds are sold on the most advantageous terms to the Board.

(c) **Bond Purchase Contract.** As authorized by Vernon's Ann. Tex. Civ. St. Article 717q, as amended, the Pricing Committee is hereby authorized, appointed, and designated to act on behalf of the Board in the selling and delivering the Bonds and carrying out the other procedures specified in this Sixth Supplement, including determining and fixing the date of the Bonds, any additional designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, and the aggregate principal amount of the Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, and the refunding of the Refunded Bonds, all of which shall be specified in the Bond Purchase Contract. In establishing the aggregate principal amount of the Bonds, the Pricing Committee shall

establish an amount not to exceed the amount authorized in Section 2 hereof, which amount shall be sufficient to provide, *inter alia*, for (i) the refunding of the Second Series Bonds and the Third Series Bonds in a manner that will result in a target present value savings for the transaction of at least two percent (2%) of the Refunded Bonds being achieved, and (ii) a minimum present value debt service savings to the Board of \$400,000. No maturity of either the Second Series Bonds and Third Series Bonds shall be selected for refunding unless the refunding of all bonds of such maturity results in at least one dollar of present value savings to the Board, consistent with the criteria established in the preceding sentence. In connection with the refunding of any of the Refunded Bonds, the Deputy Chancellor shall execute such documentation as may be required by the Public Finance Division of the Office of the Attorney General to establish that the Third Series Bonds not selected for refunding would have resulted in the savings threshold hereinabove established not to have been satisfied. Upon the approval of a Bond Purchase Contract by the Pricing Committee, the Deputy Chancellor, acting for and on behalf of the Board, is authorized to enter into with the Underwriters and carry out a Bond Purchase Contract for the Bonds, at such price and subject to such terms as are set forth therein. The Bond Purchase Contract shall be substantially in the form and substance approved by the Pricing Committee, provided that the price to be paid for the Bonds shall not be less than 95% of the aggregate principal amount thereof, and none of the Bonds shall bear interest at a rate greater than 10% per annum. It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless (i) prior to the execution of the Bond Purchase Contract, the approval of the issuance of the Bonds by the Texas Bond Review Board has been received and (ii) prior to their delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Vernon's Ann. Tex. Civ. St. Article 717q, as amended. The authority hereby granted by the Board to the Pricing Committee expires at 5:00 p.m., Wednesday, June 30, 1998.

(d) ***In General.*** The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and 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 BONDS set forth in Exhibit B to this Sixth Supplement and as determined by the Board Representative as provided herein, with such changes and additions as are required to meet the terms of the Bond Purchase Contract with respect to the Bonds.

Section 4. **INTEREST.** The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS and in the Bond Purchase Contract to their respective dates of maturity at the rates set forth in the Bond Purchase Contract.

Section 5. **REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY ONLY SYSTEM.** (a) ***Paying Agent/Registrar.*** The Pricing Committee is hereby authorized to appoint the Paying Agent/Registrar for the Bonds. The Board Representative is authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form approved by the Pricing Committee.

(b) **Registration Books.** The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar designated in the Paying Agent/Registrar Agreement (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement 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 registrations of transfers, exchanges, and replacements under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements 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 at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, 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.

(c) **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 Sixth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, 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.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Sixth Supplement. 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.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Sixth Supplement shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Sixth Supplement the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Sixth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated 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 exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS set forth in this Sixth Supplement, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and 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 amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations 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 is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner 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 exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Sixth Supplement shall constitute one of the Bonds for all purposes of this Sixth Supplement, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Sixth Supplement there shall be printed an Authentication Certificate, in the form set forth in Exhibit B to this Sixth Supplement. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer, 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 in typed or printed form as determined by the Board Representative.

Pursuant to Vernon's Ann. Tex. Civ. St. Art. 717k-6, and particularly Section 6 thereof, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Sixth Supplement. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer 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. The Paying Agent/Registrar shall not be required to make any such transfer, 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 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. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be cancelled and the written request as described above.

(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 Sixth Supplement, 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 Sixth Supplement. 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 Sixth Supplement, and a certified copy of this Sixth Supplement shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the Underwriters shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. A Board Representative may, to the extent necessary, execute a "DTC Letter of Representations" in connection with utilizing the DTC Book-Entry Only System.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any

other provision of this Sixth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Sixth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Sixth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Sixth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Sixth Supplement shall refer to such new nominee of DTC.

(i) *Successor Securities Depository; Transfers Outside Book-Entry Only System.* In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC (as described in Section 20 of this Sixth Supplement) or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Sixth Supplement.

(j) *Payments to Cede & Co.* Notwithstanding any other provision of this Sixth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC.

(k) *Notice of Redemption.* In addition to the method of providing a notice of redemption set forth in the FORM OF BONDS, the Paying Agent/Registrar shall give notice of redemption of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption

notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

Each Notice of Redemption, whether required in the FORM OF BONDS or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, a reference to the certificate numbers and the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number.

All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

Section 6. **FORM OF BONDS.** The forms of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered to the Underwriters pursuant to this Sixth Supplement, shall be, respectively, substantially as set forth in Exhibit B, with such appropriate variations, omissions, or insertions as are permitted or required by this Sixth Supplement and the Bond Purchase Contract.

Section 7. **ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS.** By adoption of the Master Resolution the Board has established the Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of TTU and the Health Sciences Center. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Financing System can be incurred. This Sixth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds which are the Sixth series of Parity Obligations issued under the terms of the Master Resolution. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby, and the Bonds are hereby declared to be Parity Obligations under the Master Resolution. As required by Section 5(a) of the Master Resolution, the Board hereby determines, in connection with the issuance of the Bonds, that it will have sufficient funds, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System, and to meet all financial obligations of the Board relating to the Financing System. Furthermore, the Board hereby determines that TTU possesses the financial capability to satisfy its Direct Obligation in respect to the payment of the Annual Debt Service Requirements on the Bonds.

Section 8. SECURITY AND PAYMENTS. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Sixth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. In accordance with the provisions of the Master Resolution, upon the delivery of the Bonds and the funding of the Escrow Agreement as described in Section 20 of this Sixth Supplement, Pledged Revenues shall include any and all revenues securing the Housing System Bonds, to the extent the inclusion of any or all of such revenues does not adversely affect the tax-exempt status of the Bonds and any Parity Obligations secured by the Pledged Revenues. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Section 9. PAYMENTS. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as provided in the Bond Purchase Contract, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 10. 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 Series, principal amount, maturity, and interest rate, and in the same form, 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 to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant 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 applicant 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 applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) ***Payment in Lieu of Replacement.*** 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 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 Sixth Supplement equally and proportionately with any and all other Bonds duly issued under this Sixth Supplement.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by 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 5(f) of this Sixth Supplement for Bonds issued in exchange and replacement for other Bonds.

Section 11. **AMENDMENT OF SUPPLEMENT.** (a) ***Amendments Without Consent.*** This Sixth Supplement and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Sixth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Sixth Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Sixth Supplement, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Sixth Supplement;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Parity Obligations;

(v) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the Outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of Credit Agreements with respect to the Parity Obligations; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of Outstanding Parity Obligations.

Notice of any such amendment may be published by the Board in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) *Amendments With Consent.* Subject to the other provisions of this Sixth Supplement, the owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Sixth Supplement which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Sixth Supplement or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by Outstanding Bonds;
- (3) Reduce the amount of the principal payable on Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) *Notice.* If at any time the Board shall desire to amend this Sixth Supplement other than pursuant to (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds.

(d) *Receipt of Consents.* Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the

proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) ***Effect of Amendments.*** Upon the adoption by the Board of any resolution to amend this Sixth Supplement pursuant to the provisions of this Section, this Sixth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the Resolution and this Sixth Supplement, as amended.

(f) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

Section 12. **COVENANTS REGARDING TAX-EXEMPTION.** The Issuer covenants to refrain from any action which would adversely affect, or to take such action to assure, the treatment of the Bonds as obligations described in Section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) To take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the bonds, in contravention of Section 141(b)(2) of the Code;

(b) To take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the

projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) To take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) To refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) To refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) To refrain from using any portion of the proceeds of the bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148 -1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(g) To otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings); and

(h) To pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term "proceeds" included "disposition proceeds" as defined in the Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Board Representative to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. In order to facilitate compliance with the above clause (h), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Section 13. SIXTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Sixth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Sixth Supplement by the Board and the covenants and agreements set forth in this Sixth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Sixth Supplement.

Section 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Sixth

Supplement or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 16. LIMITATION OF BENEFITS WITH RESPECT TO THE SIXTH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Sixth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Holders, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Sixth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Sixth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, and the Paying Agent/Registrar as herein and therein provided.

Section 17. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The Board Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas of the proceedings authorizing the Bonds in accordance with Vernon's Ann. Tex. Civ. St. Article 717q, as amended. The Board Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Vernon's Ann. Tex. Civ. St. Article 717k-8, in which case the Board Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. 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 Bonds and on any Bonds issued and delivered in 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. The preamble to the Sixth Supplement is hereby adopted and made a part of this Sixth Supplement for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 18. FURTHER PROCEDURES; OFFICIAL STATEMENT. Each Board Representative, and all other officers, employees, and agents of the Board, 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 Sixth Supplement, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith, and to approve any Official Statement, or supplements thereto, in connection with the

Bonds. The form of the Official Statement relating to the Bonds shall be approved by the Pricing Committee at the meeting at which the Bond Purchase Contract is approved. Each Board Representative is authorized to approve any supplement to the Official Statement incorporating the information contained in the Bond Purchase Contract and such additional information as deemed material consistent with the requirements of the Rule and to authorize the distribution of such final Official Statement to the Underwriters for their use in the sale of the Bonds to members of the general public. The use of such final Official Statement in the offer and sale of the Bonds is hereby approved.

In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. CONTINUING ONGOING DISCLOSURE. (a) *Annual Reports.* (i) The Board shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 1998, financial information and operating data with respect to the Board of the general type included in the final Official Statement authorized by Section 18 of this Sixth Supplement, being the information described in Exhibit C hereto. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation. If the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided, a copy of such audit also shall be provided in accordance with the Rule. If any such audit of such financial statements, if one is commissioned by the Board, is not complete within such period, then the Board shall provide unaudited financial statements and audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements become available.

(ii) If the Board changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) *Material Event Notices.* The Board shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
 7. Modifications to rights of holders of the Bonds;
 8. Bond calls;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the Bonds;
- and
11. Rating changes.

The Board shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) *Limitations, Disclaimers, and Amendments.* (i) The Board shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give notice of any deposit made in accordance with this Sixth Supplement or applicable law that causes the Bonds no longer to be Outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Board's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF

ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Board in observing or performing its obligations under this Section shall comprise a breach of or default under the Sixth Supplement for purposes of any other provision of this Sixth Supplement. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

(v) The provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Sixth Supplement that authorizes such an amendment) of the Bonds then outstanding consent to such amendment or (b) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Board may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 20. ESCROW AGREEMENT. Concurrently with the delivery of the Bonds the Board Representative shall cause to be deposited with the Escrow Agent an amount, from available moneys including the proceeds from the sale of the Bonds, sufficient to provide for the refunding of the Refunded Bonds in accordance with Section 7A of Vernon's Ann. Tex. Civ. St. Article 717k, as amended. The Board Representative is hereby authorized, for and on behalf of the Issuer, to execute the Escrow Agreement to accomplish such purposes, in substantially the form and substance submitted to the Board at the meeting at which this Sixth Supplement is adopted. It is specifically found and determined that it is advisable to refund the Refunded Bonds in order to achieve the level of savings described in Section 2(c) of this Resolution.

Section 21. REDEMPTION OF REFUNDED BONDS. The Deputy Chancellor is hereby authorized to take such actions, consistent with the resolutions authorizing the issuance of the Refunded Bonds, that may be required to redeem prior to their scheduled maturities any of the Refunded Bonds. It is hereby declared that upon the execution of the Bond Purchase Contract, the Board Representative may implement, on behalf of the Board, the redemption of any of the Refunded Bonds so designated in the Bond Purchase Contract, and that the redemption date for any of the

Refunded Bonds shall be the first available call date provided for in the proceedings authorizing any such Refunded Bonds.

Section 22. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FROM BOND PROCEEDS. The Board covenants to account for the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the purposes described in Section 2 of this Sixth Supplement on its books and records by allocating proceeds to expenditures within 18 months of the date that the project financed through the issuance of the Refunded Bonds is completed. The foregoing notwithstanding, the Board shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Bonds.

Section 23. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions (other than the Master Resolution) which are in conflict or inconsistent with this Sixth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 24. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Sixth Supplement was adopted; that this Sixth Supplement would be introduced and considered for adoption at said meeting; 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 Chapter 551, Texas Government Code.

EXHIBIT A DEFINITIONS

As used in this Sixth Supplement the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "*Acts*" shall mean, collectively, Articles 717k and 717q, V.A.T.C.S., as amended, and Chapter 55, Texas Education Code, as amended.

The term "*Authorized Denominations*" shall mean Authorized Denominations as defined in Section 2 of this Sixth Supplement.

The term "*Board Representative*" shall mean the Chancellor of TTU and the Health Sciences Center, the Deputy Chancellor of TTU and the Health Sciences Center, the Vice President for Fiscal Affairs of TTU, the Vice President for Fiscal Affairs of the Health Sciences Center, or such other official of TTU or the Health Sciences Center appointed by the Chairman of the Board to carry out the functions of the Board specified herein.

The term "*Bond Purchase Contract*" shall mean the bond purchase agreement between the Board and the Underwriters pertaining to the purchase of the Sixth Series Bonds by the Underwriters.

The term "*Bonds*" shall mean the Sixth Series Bonds, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Sixth Supplement; and the term "Bond" means any of the Bonds.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Code*" means the Internal Revenue Code of 1986, as amended.

The term "*Commercial Paper Note*" shall mean any Board of Regents of Texas Tech University Revenue Financing System Commercial Paper Note, Series A, issued pursuant to the provisions of the Master Resolution and the Fifth Supplement.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Sixth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created

to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Encumbered Housing Revenues*" shall mean the revenues pledged to and securing the Housing System Bonds.

The term "*Escrow Agent*" shall mean the banking institution selected by the Pricing Committee consistent with the legal requirements set forth in Article 717k, Texas Revised Civil Statutes.

The term "*Escrow Agreement*" shall mean the Escrow Agreement between the Board and the Escrow Agent, dated as of date of the Bond Purchase Contract, and executed for the benefit of the owners and holders of the Refunded Bonds.

The term "*Fourth Series Bonds*" shall mean the Board of Regents of Texas Tech University Revenue Financing System Bonds, Fourth Series (Taxable 1996) authorized by the Fourth Supplement.

The term "*Fourth Supplement*" shall mean the resolution adopted by the Board on November 8, 1996, authorizing the Fourth Series Bonds.

The term "*Fifth Supplement*" shall mean the resolution adopted by the Board on November 7, 1997, authorizing the Commercial Paper Notes.

The term "*First Series Bonds*" shall mean the Board of Regents of Texas Tech University Revenue Financing System Refunding Bonds, First Series (1993) authorized by the First Supplement.

The term "*First Supplement*" shall mean the resolution adopted by the Board on October 21, 1993, authorizing the First Series Bonds.

The term "*Fourth Series Bonds*" shall mean the Board of Regents of Texas Tech University Revenue Financing System Bonds, Fourth Series (Taxable 1996) authorized by the Fourth Supplement.

The term "*Fourth Supplement*" shall mean the resolution adopted by the Board on November 8, 1996, authorizing the Fourth Series Bonds.

The term "*Issuance Date*" shall mean the date of delivery the Bonds to the Underwriters against payment therefor.

The term "*Master Resolution*" shall mean the Master Resolution Establishing The Revenue Financing System under the Authority and Responsibility of the Board of Regents of Texas Tech University, adopted by the Board on October 21, 1993, as amended on November 8, 1996 and on August 22, 1997.

The term "*Maturity*" shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption, declaration of acceleration, or otherwise.

The term "*MSRB*" shall mean the Municipal Securities Rulemaking Board.

The term "*NRMSIR*" shall mean each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

The term "*Parity Obligations*" shall mean, collectively, the First Series Bonds, the Second Series Bonds, the Third Series Bonds, the Fourth Series Bonds, the Commercial Paper Notes and the Sixth Series Bonds.

The terms "*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" shall mean the agent appointed pursuant to Section 5 of this Sixth Supplement, or any successor to such agent.

The term "*Pricing Committee*" shall mean the current Chair of the Board of Regents' finance committee (Regent Alan B. White), the current Deputy Chancellor (Jim Crowson) and the current Vice Chancellor for Administration and Finance (John E. Opperman).

The term "*Record Date*" shall mean, with respect to the Bonds, the last business day of each month preceding an interest payment date.

The term "*Refunded Bonds*" shall mean those Second Series Bonds and Third Series Bonds identified in the Bond Purchase Contract as being refunded through the issuance of the Sixth Series Bonds, selected in accordance with the parameters set forth in Section 2(c) of this Sixth Supplement.

The term "*Registration Books*" shall mean the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Sixth Supplement.

The term "*Regulations*" shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

The term "*Rule*" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "*SEC*" shall mean the United States Securities and Exchange Commission.

The term "*Second Series Bonds*" shall mean the Bonds as authorized by the Second Supplement.

The term "*Second Supplement*" shall mean the Second Supplement adopted by the Board on February 10, 1995, authorizing the sale of the Second Series Bonds.

The term "*SID*" shall mean any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

The term "*Stated Maturity*", shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption of the Bonds.

The term "*Third Series Bonds*" shall mean the Bonds as authorized by the Third Supplement.

The term "*Third Supplement*" shall mean the Third Supplement adopted by the Board on November 8, 1996, authorizing the sale of the Third Series Bonds.

The term "*Underwriters*" shall mean the investment banking firm or syndicate of investment banking firms which contract to purchase the Bonds in accordance with the terms and conditions of the Bond Purchase Contract.

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Sixth Supplement.

EXHIBIT B
FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY
REVENUE FINANCING SYSTEM
REFUNDING BOND,
SIXTH SERIES (1998)

NO. R-__			PRINCIPAL AMOUNT \$ _____
INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the BOARD OF REGENTS OF TEXAS TECH UNIVERSITY (the "Issuer"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Bond Date, specified above, 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 _____ 15, 199_, and semiannually on each _____ 15 and _____ 15 thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), 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 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, solely from funds of the Issuer

required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. 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 corporate trust office of _____, in _____, Texas (the "Designated Trust Office"), 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, dated as of such interest payment date, and such check 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 last business 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; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated 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 and interest payment date for this Bond it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Issuer and the securities depository. Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

THIS BOND is one of a series of bonds authorized in the aggregate principal amount of \$_____ pursuant to a Sixth Supplemental Resolution to the Master Resolution adopted March 12, 1998, and pursuant to the Master Resolution referred therein (collectively, the "Bond Resolution") ***FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED BONDS, AS DEFINED IN THE BOND RESOLUTION AND (ii) PAYING THE COSTS RELATED THERETO.***

ON _____ 15, 200_, or on any date thereafter, the Bonds of this series scheduled to mature on and after _____ 15, 200_ 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 portion 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 a redemption price equal to the par value thereof and accrued interest to the date fixed for redemption; provided that during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of

such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

BONDS MATURING _____ 15, 20__ are "Term Bonds" and are subject to mandatory redemption at a price equal to the principal amount to be so redeemed and accrued and unpaid interest to the date of redemption, to-wit:

Said Bonds shall be redeemed in part by lot prior to maturity annually on _____ 15 in each of the years 20__ and 20__, and in the amounts designated below, to-wit:

Years

Amounts

* Maturity

BONDS MATURING _____ 15, 20__ are "Term Bonds" and are subject to mandatory redemption at a price equal to the principal amount to be so redeemed and accrued and unpaid interest to the date of redemption, to-wit:

Said Bonds shall be redeemed in part by lot prior to maturity annually on _____ in each of the years 20__ and 20__, and in the amounts designated below, to-wit:

Years

Amounts

* Maturity

THE ISSUER shall redeem Term Bonds by lot, or purchase in the open market Bonds of the same maturity. The Board shall effect the retirement of the Term Bonds required to be retired by mandatory redemption, by either redemption in accordance herewith or prior purchase for cancellation in the open market at a price not exceeding the redemption price. To the extent that Term Bonds have been previously purchased for cancellation or redeemed other than pursuant to a sinking fund redemption payment, each sinking fund payment amount for such Term Bonds shall be reduced, to the extent practicable, by the amount obtained by multiplying the principal amount of such Term Bonds so purchased or redeemed by the ratio which each remaining sinking fund payment amount of such maturity bears to the total remaining sinking fund payment amounts of such maturity, and by rounding each such sinking fund payment amount to the nearest \$5,000 integral multiple. On the maturity date of any Term Bonds, the Board shall effect the payment of the principal of maturing Term Bonds. The foregoing notwithstanding, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, the particular Bonds to be so redeemed shall be selected in accordance with the arrangements between the Board and the securities depository.

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 report 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. 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 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, payable in the same manner, in any authorized denomination 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.

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 of New York, New York, or in the city where the principal corporate trust office of 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 OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION 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 authorized denomination 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 exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange 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 or exchange 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, to the extent permitted by law, 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 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, in the same form, and bearing interest at the same rate, in any Authorized Denomination 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.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

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, 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 the Series of Bonds of which this Bond is one constitute Parity Obligations under the Master Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this Series and the other outstanding Parity Obligations are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

THE ISSUER has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Obligations which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

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 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 manual or facsimile signature of the Chair of the Issuer and countersigned with the manual or facsimile signature of the Assistant Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Assistant Secretary, Board of Regents
of Texas Tech University

Chair, Board of Regents of
Texas Tech University

(BOARD SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE PAYING AGENT/REGISTRAR'S

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in 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.

Dated _____

Paying Agent/Registrar
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

/ _____ /

(Assignee's Social Security or Taxpayer Identification Number)

(print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints

attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Bond.

**[FORM OF REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY
THE BONDS UPON INITIAL DELIVERY]**

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)

Vice President for Enrollment Management

Box 42019
Lubbock, TX 79409-2019
(806) 742-2285

March 12, 1998

Report of the Interim Vice President for Enrollment Management to the Board of Regents, March 12, 1998: [As called for in the Goals and Methodologies section of the December 11, 1997, Board actions, Section (4) : Performance Measures and Reporting]

N.B.: All changes as stipulated in Texas Tech University Board of Regents Policy 8.01 Admissions Policy of December 11, 1997 are in place. The 1998-99 Undergraduate Catalog will contain Policy 8.01.

First off, I would like to say that as a result of the Board of Regents' subcommittee report of the summer and the subsequent actions taken by the Board in December, there is a new energy on this campus to recruit, admit, enroll, and retain an even higher caliber of students than we have in the past.

This report is keyed to the Goals and Methodologies portion of the December 11, 1997, Board of Regents action under Policy 8.01:

2 (b) (1) Honors College discussions are going forward. President Haragan met with the Faculty Senate just yesterday to discuss how we are going to proceed to establish an Honors College, and the Senate voted to form a committee to discuss these procedures.--Additionally, there is a very promising class of Honors students coming in the fall of 1998. There are presently 536 in the Program.

2 (b) (3) Gordon Hall will be the primary residence hall for Honors next year; and two floors in both Wall and Gates residence halls have been designated for Honors students.

2 (c) (1) Academic Recruiting:

2 (c) (3)

2 (c) (5)

2 (c) (6)

2 (c) (7) (B) and (C)

2 (c) (8) (B)

"Our own backyard":

President Haragan has visited the senior class of every Lubbock high school, plus many others around the state. Rhonda Davis, New Student Relations staff visits Estacado High School once a week.

On January 20, 1998, there was a Chancellor's Reception for top 25% of Lubbock area seniors.

Four Lubbock "On Campus Day"s for Lubbock High Schools: (Juniors): (today) 3/12; 3/13; 3/24; 3/25

Outreach to TTU faculty to alert New Student Relations to prospects in the Lubbock area.

Area newspapers scanned daily and letters and cards sent to students who win UIL, National Merit, other sorts of recognition.

TTU University Day: 2/27/98: 1315 students, many with parents: From outside Lubbock--Slaton to Massachusetts

April 21. Chancellor's reception. 60 mile wide radius around Lubbock; May 5 a reception for Lubbock area juniors.

Vice Chancellor Cathy Allen's office and the Financial Aid office have conducted four workshops in Lubbock to assist students in preparing both applications for Tech and Financial Aid Applications.

On a wider front:

Dallas reception for top recruits: seniors and juniors: Thanks to the generosity of and at the home of Regent Jim Sowell on April 9, 1998.

El Paso regional office opening (New Student Relations); to go along with our offices in Dallas (Sowell and Noe were there for opening night); Houston, Austin (other regents have visited). Hope to have a grand opening in the El Paso office during the BOR meeting in June.

- 2 (c) (8) (b) Following up on those admitted, to see to it they become those enrolled. Personal letter from the Interim Vice President for Enrollment Management; to be followed by personal letter from President Haragan and parchment like official certificate of admission; to be followed by personal letter from Chancellor Montford.

Month of April: NSR telephone campaign of students phoning admitted students to extend a welcome and offer of assistance.

Continuing outreach to admitted students: Valentine Day greetings from NSR

Admission:

As of March 1: 4,476; Average SAT 1110.

Admission Review Committee: Mr. Jessie Rangel, Ms. Jennifer Hatchett, Dr. Jeff Lee (Geography)

Quicker turn around time in admissions:

Phi Theta Kappa transfer honorary admissions to be executed immediately rather than waiting for Spring term grades.

List of schools with rigorous academic reputations but which don't rank students. We will admit these students if they have a minimum SAT of 1010/or an ACT of 22.

2 (d): Retention:

2 (d) (3)

2 (d) (4)

2 (d) (5)

2 (d) (5) Advisor training: University Transition Advisement Center office is training all academic advisors: goal is to achieve some level of uniformity of procedures.

Admissions Policy 8.01 6 a. 1. and 2:

Summer freshman seminar type courses for Provisional students (7;13 hours).

Plans in place for XL classes next spring for those freshmen earning less than a 2.0 their first semester.

2 (d) (3) Freshman Seminar: expanding from 60 sections in '97 to 70 in '98. Fifty of the seventy sections will be taught under the Corridor format (week prior to the fall term). Very good response from faculty. Workshop will be held on the TTU campus in Junction on April 24-26.

Misc.

**New Acting Director of Admissions and Records: Don Wickard, longtime Registrar
Additional space for NSR in West Hall as of March 14.**

2 (c) (3) We are working on boosting pay grade/titles of NSR recruiters.

2 (d) (6) (B) Part of improving service for students: By fall, 1998: placing a Financial Aid Staff member in the Bursar's Office; and a Bursar's Office staff member in Financial Aid--to alleviate the distance students often have to traverse to get questions answered.

**Progress on search for permanent Vice President for Enrollment Management.
Narrowing the search: Eight candidates being examined more closely at present.**

Chancellor John T. Montford
Board of Regents Meeting
March 12, 1998

CHANCELLOR'S REPORT

Good morning. Members of the Board, I would like to mention several items of general interest. The Governor will be on campus for a scheduled tour of the Health Sciences Center this afternoon.

On March 30, we will be making our presentation on the English/Philosophy/Education Building before the Coordinating Board Facilities Committee. This is an important day for us, and we intend to turn out in full strength to endorse that project.

The Mid-West Regionals Women's Basketball finals will commence Friday here in Lubbock. One of our team members, Alicia Thompson, a senior Public Relations major, was named one of the five All Americans in the United States, and we are very proud of Alicia and the Lady Raiders.

It has been an eventful week for us on the Horizon Campaign. We announced a \$1 million grant from Texas Instruments to fund a Masters Program in semiconductor design and manufacturing. We are pleased with our expanded partnership with TI. Yesterday, Dr. Haragan announced the establishment of the McCleskey Professorship in water law.

We have just returned from a three-day visit to our Texas delegation in Washington, D.C. Dr. Schmidly, Dr. Haragan and others accompanied me on this visit, and I am pleased to say that we were able to visit with either key staff or the individual members of all of the Texas delegation including our two United States Senators. I'm certainly pleased about our momentum in Washington. I think that we will reap the dividends from pursuing an aggressive agenda legislatively, both in Washington and in Austin.

Chancellor's Report

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Lastly, I'd like to mention to you that the NCAA hearing is scheduled in Cleveland the weekend of April 25. We have filed our response in a timely manner and will be ready for that hearing. We look forward to the day that we can get closure on that chapter at Texas Tech. Hopefully, that will be the final hearing.

I'm told in terms of expectations that even though we will make our presentation and have the hearing, they do not announce a decision spontaneously. It could be within a six week period following that hearing that we get the final results. I did want to make you aware that we are pushing to get that closed out.

I look forward to seeing you on April 13th.