MINUTES OF THE FEBRUARY 9, 2018 MEETING
OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

The Board of Trustees of The University of Alabama met in the UAB Hill Student Center Ballroom on the campus of the University of Alabama at Birmingham on Friday, February 9, 2018. President Pro tempore Ronald W. Gray chaired the meeting. Sid J. Trant served as Secretary.

On roll call, the following Trustees were present:

The Honorable Harris V. Morrissette, Trustee from the First Congressional District

The Honorable Marietta M. Urquhart, Trustee from the First Congressional District

The Honorable Joseph C. Espy III, Trustee from the Second Congressional District

The Honorable W. Davis Malone III, Trustee from the Second Congressional District

The Honorable James W. Wilson III, Trustee from the Third Congressional District

The Honorable Kenneth L. Vandervoort, M.D., Trustee from the Third Congressional District

The Honorable Finis E. St. John IV, Trustee from the Fourth Congressional District

The Honorable Scott M. Phelps, Trustee from the Fourth Congressional District

The Honorable Ronald W. Gray, President Pro tempore and Trustee from the Fifth Congressional District

The Honorable William Britt Sexton, Trustee from the Fifth Congressional District

The Honorable W. Stancil Starnes, Trustee from the Sixth Congressional District
The Honorable Vanessa Leonard, Trustee from the Sixth Congressional District

The Honorable John H. England, Jr., Trustee from the Seventh Congressional District

The Honorable Barbara Humphrey, Trustee from the Seventh Congressional District

The meeting was also attended by Chancellor C. Ray Hayes; UA President Stuart R. Bell; UAB President Ray L. Watts; UAH President Robert A. Altenkirch; UAB Health System CEO William Ferniani; and support staff from the System Office, the three campuses, and the UAB Health System. The Honorable Karen P. Brooks, Trustee from the Seventh Congressional District, was unable to attend.

Also in attendance were Student Representatives to the Board Casey Nelson from UA; Mugdha Mokashi from UAB; and Reid Wilson from UAH. Faculty Representatives to the Board in attendance were Professor Donna Meester from UA; Dr. James Michael Wyss from UAB; and Dr. Carmen Scholz from UAH.

Senior Vice Chancellor for Communications and Community Relations Kellee Reinhart introduced Lauren Walsh and Tyler Nutt from ABC 33/40 and Ed Enoch from The Tuscaloosa News.

Pro tem Gray thanked the media for being present and recognized President Bell to introduce the new UA Student Representative to the Board. Dr. Bell introduced Ms. Casey Nelson, a Tuscaloosa native and graduate of Tuscaloosa County High School who is a senior studying political science and public relations. Active in student government since her sophomore year, she was previously a
Senator for the College of Arts and Sciences and later Executive Vice President. She is currently Student Government Association President. Casey is passionate about promoting health and has been active with the American Heart Association in the upcoming University of Alabama Heart Week.

Pro tem Gray welcomed Casey and thanked her for being present. He then thanked Dr. Lynda Gilbert for her service and expressed the Board’s appreciation and best wishes on her retirement.

Pro tem Gray then called for approval of the November 3, 2017 meeting minutes which had been provided to all Trustees. On the motion of Trustee England, seconded by Trustee Malone, the minutes were unanimously approved.

Pro tem Gray recognized Chancellor Ray Hayes for a report from The University of Alabama System:

Good morning. As always, it is a pleasure to be here at UAB, where collaboration and innovation are embedded in the University’s DNA.

Dr. Watts, I look forward to your institutional presentation later in our meeting and will keep my remarks brief to make best use of everyone’s time.

Once again, Alabama is the envy of the nation with our robust employment numbers and latest automotive manufacturing success story.

The map on the left from the Birmingham Business Journal frames Toyota-Mazda’s site selection in North Alabama with the other companies that now give us stature as the Auto Capital of the South. Ready access to brainpower on our campuses (and the talents of our graduates from in state and around the world) have been key elements in these corporate decisions.
All of us remember the “shock and awe” that rocked the global business world in 1993 when Mercedes chose Tuscaloosa County as the home of their first North American plant. In a meeting last month with Jason Hoff, we reminisced about how that site selection process and its outcome have reshaped our economic landscape.

Honda, Hyundai, Auto Car, and now Toyota Mazda have added on to the synergistic environment that is virtually impossible to beat and, from our System’s perspective, the best is yet to come!

Kudos to everyone who has been part of this transformation – which, from the beginning, has directly involved leadership on our campuses as well as our faculty, staff, students and graduates.

While our collaboration in business-focused projects is a top priority, our System is working diligently to improve the quality of life for ALL Alabamians.

Two weeks ago we were at the forefront of the annual “Doing What Matters for Alabama’s Children” conference. More than 275 attendees gathered for this highly effective working forum that involves our System campuses as well as agencies and organizations that share a commitment to improving young lives.

In his keynote remarks, Alabama Department of Labor Secretary Fitzgerald Washington shared the good news that every county in Alabama now has an unemployment rate in single digits – for the first time since these records have been tracked. The direct connection to the conference: children’s lives improve when their parents have jobs.

Collaboration through technology has made our System a long-standing frontrunner in the delivery of instruction. Established in 1991, our Intercampus Interactive Telepresence System uses emerging technologies to share courses beyond our physical classrooms.

This graph illustrates the meteoric growth of content delivered via IITS over just the last three years. Degree programs and courses extend across numerous colleges and departments at UA, UAH and here at UAB.

Our IITS connects users to in-state, national and international conferences, course instruction, research endeavors and efficient small group meetings. Last summer we bought Zoom videoconferencing
software, which is another tremendous resource. Zoom logged more than 11,000 hours of use in 2017, and those numbers are climbing by double-digits.

In early May, UAB will host the 11th Annual UA System Scholars Institute. This highly successful event rotates among our campuses, and more than 1,500 of our faculty, staff and graduate students have been involved since it began.

They join with K-12 and community college representatives and others to devise ways that will maximize the impact of technology for teaching, research, scholarship, and public service.

Collaboration in the pursuit of excellence is also the focus of our System Risk & Compliance workshops.

In December, we hosted two days of specialized Title IX investigator training, led by veteran law enforcement professionals. More than 50 of our Title IX officers, investigators, attorneys, police and local law enforcement partners worked together to hone their knowledge of best practices.

Last week, 45 campus and System Office staff came together for a two-day intensive workshop on strategies to keep our students, faculty and staff safe as they travel internationally for study, research and public service. The results will be compiled into a working tool for managing risk and improving communication among global travelers who are representing our campuses in official capacities.

In April, the System will host our 5th Annual Risk & Compliance Conference. Topics this year include investigations, sustainable compliance programs, international risks, and lessons to be learned from sports officiating.

This summer, our campuses will co-host the first SEC risk roundtable and then move into more extensive Title IX training for our staff.

While teaching, research and service guide our mission, our System commands the spotlight on the playing field as well. Whether from seats in the stands or cheering from afar, our University community took enormous pride in the UAB Blazers and the Crimson Tide as they represented us in bowl games this past season.
I want to add my congratulations to the players, coaches, trainers, staff and everyone who made these bowl trips a memory of a lifetime! Thank you. That concludes my report (Exhibit K).

Pro temp Gray thanked Chancellor Hayes for his report and recognized President Ray L. Watts for the UAB Institutional Presentation (Exhibit L).

Pro temp Gray thanked President Watts for his report and then recognized the UAB Student Representative to the Board of Trustees, Mugdha Mokashi, who gave the following presentation:

To Chancellor Hayes, members of the Board, University presidents, distinguished guests, and friends, welcome to The University of Alabama at Birmingham. I have the honor and privilege of representing this dynamic institution as President of the Undergraduate Student Government Association, and I could not be more excited to be sharing my love for UAB with you all.

Everyone loves a good comeback story, and our Blazers wrote one for the ages this year. Our football team had a triumphant return that resonated in the heart of Birmingham, Alabama, and the nation. I want to not only recognize our amazing student-athletes, but also the band members, cheerleaders, dance team, coaches, staff, administration, and fans that made this dream come to life.

However, UAB’s success this year has not been limited to the football field. Rather, this determined pursuit of excellence extends to all parts of campus. This has especially been demonstrated by our students’ research accomplishments. Students often joke that if you throw a rock anywhere on UAB’s campus, it will probably land in a research lab. I myself have worked in a neurobiology lab for three years, and can attest to the culture of innovation and discovery at our institution, which offers unmatched research opportunities and support for undergraduate and graduate students. Don’t take my word for it—UAB’s track record for prestigious scholarships speaks for itself. Three students (including two of my fellow neuroscience majors) won Goldwater scholarships last year. This year we also had two Gilman Scholars, five Clinton Scholars,
three Amgen Scholars, one Boren Scholar, and a record five Fulbright Scholars.

UAB as an institution does not just strive for excellence; rather, we make strides in inclusive excellence. Inclusive excellence recognizes an environment where a community’s success is dependent on valuing and uplifting the rich diversity of its members. Our student Blazers embody this value every day. When writing this speech, I asked every member of student government “what would you want to tell the world about what it’s like to be a student here?” One of them put it simply: “I feel like there’s something for everyone. Everyone counts.”

With our upcoming expansion of the core curriculum and new majors in Genetics and Genomic Sciences, Medical Sociology, and Immunology, we are actively striving to meet the unique and diverse needs of our students. Many outstanding university programs including the Woodlawn Project and specialized Honors College programs emphasize experiential learning by using Birmingham (and beyond) as their classrooms. UAB’s commitment to diversity holds true in student life, where our Student Government provides funding to well over 110 student organizations. These student organizations promote inclusivity, accessibility, and social justice while providing spaces for students of all walks of life. I would like to extend my gratitude to our Offices of Diversity, Equity, and Inclusion and Student Affairs for continuing to empower our students in their advocacy.

With our spectacular athletic, academic, and extracurricular growth, it’s no wonder that our physical campus had to make some changes to keep up. We are in the process of making three huge campus additions with the support of this Board by bringing in a new School of Business building, a new College of Arts and Sciences building, and a new expansion to the School of Nursing building. All three will go a long way to support the steady increase of our ambitious and academically-inclined student population. UAB is also growing to support our students outside of the classroom, with new intramural fields, a new ROTC building, an impressive new athletic facility, and a forward-thinking community garden in the works. However, we build in a way that is true to UAB. Our institution has consistently prioritized responsible and sustainable development with an eye towards nationally-recognized sustainability certifications. In fact, our Undergraduate Student Government has taken on the charge of sustainable stewardship along with the rest of campus by working to replace student center dining containers with sustainable materials.
Most importantly, our Blazer family is community-centered and puts people first. 2017 saw the opening of Blazer Kitchen, an on-campus food bank for UAB employees and students. This endeavor is supported by our Benevolent Fund and often staffed with volunteers from our own student organizations. Our institution consistently prioritizes the wellness of our community, from our constantly-evolving Campus Recreation Center to our annual campus-wide Mental Health Town Halls. Through these conversations, we are meeting a much-requested student need by expanding our incredible counseling center and providing peer coaching services. I consider issues like these to be the most important advocacy student government has participated in this year.

Today, I hope to have given you all a glimpse into what I believe makes UAB unique. We truly are a Blazer family that is ever faithful and ever loyal to our community and our institution. I am humbled to be a part of this great University and excited to share UAB’s success with our sister institutions. The University of Alabama System schools prove time and time again that there is no limit to what we can accomplish together, and I am endlessly optimistic about the lives we will continue to better in Alabama and beyond. Thank you all so much for your support, and Go Blazers!

Pro tem Gray thanked Mugdha for an exceptionally passionate report and said she was a great representative of our student body.

Pro tem Gray then recognized the UAB Faculty Representative to the Board of Trustees, Dr. James Michael Wyss, who gave the following presentation:

On behalf of the UAB faculty, I welcome you to UAB and thank Chancellor Hayes and the members of the Board of Trustees for this opportunity to speak about UAB’s progress.

From its inception, UAB was a departure from the structure of other academic institutions, most of which focused on bringing great faculty to their campuses, faculty who would largely develop their own groups in both research and education. In contrast, UAB focused on synergy among faculty, students, and staff, with collaboration and teamwork highlighted. Led by luminaries such as our Presidents Joe Volker, Dick Hill and Scotty McCallum, this led to a University with low walls
between departments and schools, in contrast to the silos that were often built by the “notables” faculty at other universities.

This fresh design was recognized by the *Wall Street Journal*, which in 1987 declared UAB to be one of the top five up and coming universities in the nation. That was followed by a 1995 front page, above the fold article, in the *Tampa Bay Times* that declared UAB to be the model that the University of South Florida and similar universities should pursue if they wanted to attain greatness in the 21st century. The synergistic model fit well into the call by Federal funding agencies, including NIH, NSF and NASA, which stressed the importance of “Team Science” and the US Department of Education’s focus on innovative “Team Education,” that integrates learning both vertically across grades and horizontally across subjects. In all three of its major endeavors, teaching, research, and service, UAB has pursued such integration and collaboration as the route to excellence.

The following are just a few exemplars of the collaborative atmosphere fostered among faculty and the UAB community that makes UAB ONE.

A great example of its collaborative culture was UAB’s entry into the 2017 US Department of Energy’s International Solar Decathlon. A team of faculty and students from several UAB schools along with UAB staff joined together to fund and build this self-sufficient house and transport it to and from the competition in Denver. While they did not win the competition, they came in 5th. They were just a few points away from number three, and not far behind the eventual winner, Switzerland. They also finished well ahead of Dr. Watts’ and my alma mater, Washington University in St. Louis. Even more impressive perhaps was the statement by UAB’s Engineering Dean Alexander that when he arrived in Denver to attend the Decathlon, the personnel at nearly all of the other solar projects in Denver indicated that UAB’s team was the most collaborative group there, lending knowledge, tools and technical skills to anyone in need. One final word on this: UAB’s entry got top scores in every category except architecture. The judges indicated the entry was just too “Southern,” especially its large front porch.

Biomedical Engineering is another example of a research and education collaboration that has thrived across the UAB campus. In 2015, the Schools of Engineering and Medicine, along with support from the Schools of Dentistry and Health Professions, joined together to create an effective joint program to advance UAB’s growing technology efforts
and thus rapidly address health issues around the world. The union has proven excellent as faculty and students join together to create everything from 3D printing of organs to developing devices to assist walking of impaired individuals. This collaboration has often partnered with the Lakeshore Foundation and Innovation Depot to ensure that the UAB discoveries are on the fast-track to clinical development.

UAB's Science and Technology Honors program is an example of how UAB undergraduate Honors programs join together faculty from all UAB schools to provide outstanding educational opportunities for the next generation of STEM professionals. SciTech facilitates the ability of entering freshmen to become researchers in groups across the UAB Schools and to learn from doing science and engineering. These students graduate in four years, typically with a joint major and having authored research papers in peer-reviewed journals. Thus, they are some of the most desired students in the nation for STEM-related graduate and professional schools.

The Neuroscience Undergraduate major is another example of cross-fertilization between schools. Faculty from the College of Arts and Sciences and School of Medicine joined together to develop this and similar undergraduate majors, which are illustrations of the interdisciplinary type of education that undergraduate students are seeking in the 21st century. As you leave today, you will likely note that, as a result of this and similar interdisciplinary undergraduate programs, the sidewalks between east and west ends of UAB are filled with students who are taking courses and doing research across the entire campus. There are no walls separating the two sides.

The UAB Regional Science and Engineering Fair and summer research internships for high school and college students offer another example of how UAB faculty have integrated their efforts to ensure that students from all sectors of society are encouraged to realize the opportunities that the future affords them. 70 UAB faculty from all 12 UAB schools serve as Regional Science Fair judges, who not only judge student projects, but encourage the students to pursue their career dreams. During the summer, 75 UAB faculty open up their laboratories to the high school and community college students and students from four-year colleges that lack strong research programs. This allows these summer interns to get a taste of STEM careers and an apprenticeship experience. About 50% finish their internship with an authorship of a peer-reviewed paper, and nearly all of these summer interns enter STEM
careers, with a large percentage entering UAB either as undergraduate or graduate/professional students.

UAB is not all STEM. There is much more to its collaborative foundation. Joint efforts between the faculty of the School of Business and other schools have provided our graduating clinicians and practitioners from dentistry, health professions, medicine, optometry and public health with a high level of understanding as to how to run a business effectively in the 21st century.

The interdisciplinary efforts of UAB faculty from all schools/college also ensure that UAB athletes receive an excellent education that will allow them to prosper long after they complete their athletic endeavors. Due at least in part to the efforts of UAB faculty from all schools, 13 of 15 UAB athletic teams had perfect (1,000) single year Academic Progress Rate (APR) reports in 2015-2016, leaving UAB just behind Rice University in C-USA schools.

The Institute for Human Rights is a great example of a program that grew out of the humanities departments of the College of Arts and Sciences and has expanded campus-wide. It brings faculty and students from all parts of UAB together with the community to focus on the use of innovative technologies and methods to create and foster new research, policy solutions, educational programming and outreach activities relating to all aspects of human rights.

The UAB Faculty Senate continues to work with the faculty, students, staff, and administration to foster the understanding that UAB is strongest when the efforts of all are synergized to provide a common vision and program that supports the best research, teaching, and service. There are many challenges that lie in the future, not the least of which will be continuing stresses on budgets to fund integrated programs. But in my 40 years here, UAB has always found a way to together make opportunities out of challenges that have often divided other universities. Finally, the UAB faculty thank you, the Board of Trustees and System administration for your leadership that has helped UAB become an outstanding and integrated force that is intent on developing knowledge that will change the world for the better.

Pro tem Gray thanked Dr. Wyss for delivering an exceptional and passionate report to the Board.
He then said the importance of this university, including the medical enterprise, to this System and to our State cannot be overstated. The report we heard this morning is that UAB is positioned better than it ever has been in its history for continued future success that will benefit this System and our State for years to come. It is a credit to the individuals who spoke this morning. Dr. Ferniany and Dr. Vickers, please know that your efforts are greatly appreciated by this Board. Thank you.

Pro tem Gray called for approval of the Administrative Report which was distributed to all Trustees. On the motion of Trustee Wilson, seconded by Trustee Malone, the Board unanimously accepted the Administrative Report. (Exhibit B)

Pro tem Gray recognized Trustee Barbara Humphrey for a report from the Academic Affairs, Student Affairs, and Planning Committee. Trustee Humphrey reported that the Committee met yesterday and reviewed 46 items which were unanimously approved by the Committee.

On the motion of Trustee Humphrey, seconded by Trustee Vandervoort, the Board unanimously adopted the following resolutions, separately and collectively:
Granting Final Approval of a Master of Science (M.S.) Degree in Healthcare Simulation (CIP Code 30.0601) at UAB

RESOLUTION

WHEREAS, on November 3, 2016, the Board of Trustees of The University of Alabama approved submission of a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Healthcare Simulation (CIP Code 30.0601); and

WHEREAS, on June 16, 2017, the Board of Trustees reviewed and granted initial approval of a full proposal for the Degree; and

WHEREAS, the Alabama Commission on Higher Education (ACHE) reviewed and approved the Program at its December 8, 2017, meeting;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants final approval of a Master of Science (M.S.) Degree in Healthcare Simulation (CIP Code 30.0601) at The University of Alabama at Birmingham.
GRANTING FINAL APPROVAL OF A BACHELOR OF SCIENCE (B.S.) DEGREE IN CYBERSECURITY (CIP CODE 11.1003) AT UAH

The Board of Trustees reviewed a Notification of Intent to Submit a Proposal (NISP) for a Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003) at its February 3, 2017 meeting.

The Board of Trustees reviewed and granted initial approval of a full proposal for the Degree on June 16, 2017.

The Alabama Commission on Higher Education reviewed the proposal and approved it at its meeting on December 8, 2017.

Post-Implementation Requirements:
1. Annual average new enrollment of at least 25
2. Annual average number of graduates of 8
3. "5 percent of the graduates in related employment or continuing in related graduate work"

ACTION REQUESTED That the Board of Trustees grants final approval of the Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003) at The University of Alabama in Huntsville.

Granting Final Approval of a Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003) at UAH

RESOLUTION

WHEREAS, on February 3, 2017, the Board of Trustees of The University of Alabama approved submission of a Notification of Intent to Submit a Proposal (NISP) for a Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003); and

WHEREAS, on June 16, 2017, the Board of Trustees reviewed and granted initial approval of a full proposal for the Degree; and

WHEREAS, the Alabama Commission on Higher Education (ACHE) reviewed and approved the Program at its December 8, 2017, meeting;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants final approval of a Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003) at The University of Alabama in Huntsville.
Granting Final Approval of a Doctor of Philosophy (Ph.D.) Degree in Human Nutrition (CIP Code 19.0504) at UA

RESOLUTION

WHEREAS, on February 3, 2017, the Board of Trustees of The University of Alabama approved submission of a Notification of Intent to Submit a Proposal (NISP) for a Doctor of Philosophy (Ph.D.) Degree in Human Nutrition (CIP Code 19.0504); and

WHEREAS, on June 16, 2017, the Board of Trustees reviewed and granted initial approval of a full proposal for the Degree; and

WHEREAS, the Alabama Commission on Higher Education (ACHE) reviewed and approved the Program at its December 8, 2017, meeting;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants final approval of a Doctor of Philosophy (Ph.D.) Degree in Human Nutrition (CIP Code 19.0504) at The University of Alabama.
GRANTING FINAL APPROVAL OF A MASTER OF SCIENCE (M.S.) DEGREE IN POPULATION HEALTH SCIENCES (CIP CODE 51.2299) AT UA

The Board of Trustees reviewed a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Population Health Sciences at its April 7, 2017 meeting.

The Board of Trustees reviewed and granted initial approval of a full proposal for the Degree on June 16, 2017.

The Alabama Commission on Higher Education reviewed the proposal and approved it at its meeting on December 8, 2017.

Post-Implementation Requirements:
1. Annual average new enrollment of at least 7
2. Annual average number of graduates of 5
3. 75 percent of the graduates in related employment or continuing in related graduate work

ACTION REQUESTED: That the Board of Trustees grants final approval of the Master of Science (M.S.) Degree in Population Health Sciences (CIP Code 51.2299) at The University of Alabama.

Resolution on page 5*

The University of Alabama System
The University of Alabama
The University of Alabama at Birmingham
The University of Alabama at Huntsville

Granting Final Approval of a Master of Science (M.S.) Degree in Population Health Sciences (CIP Code 51.2299) at UA

RESOLUTION

WHEREAS, on April 7, 2017, the Board of Trustees of The University of Alabama approved submission of a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Population Health Sciences (CIP Code 51.2299); and

WHEREAS, on June 16, 2017, the Board of Trustees reviewed and granted initial approval of a full proposal for the Degree; and

WHEREAS, the Alabama Commission on Higher Education (ACHE) reviewed and approved the Program at its December 8, 2017, meeting;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants final approval of a Master of Science (M.S.) Degree in Population Health Sciences (CIP Code 51.2299) at The University of Alabama.
Proposal: Educational Specialist (Ed.S.) Degree in Teaching English to Speakers of Other Languages (CIP Code 13.1401)

- This program will provide current state-certified and non-certified ESL professionals with an opportunity to advance their education and careers.
- The program will be supported by current faculty with delivery via a blended approach.
- Graduates will serve in P-12, community colleges, government, and the community as well as continue onto doctoral programs.

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for an Educational Specialist (Ed.S.) Degree in Teaching English to Speakers of Other Languages (CIP Code 13.1401) at UAB
RESOLUTION

WHEREAS, the UAB School of Education proposes to establish an Educational Specialist (Ed.S.) degree in Teaching English to Speakers of Other Languages (ESL) for educators; and

WHEREAS, The Board of Trustees of The University of Alabama approved a Notification of Intent to Submit a Proposal (NISP) for this proposed program on September 15, 2017; and

WHEREAS, the program will provide educators with advanced training for the teaching and learning of both ESL and English as a Foreign Language (EFL); and

WHEREAS, the program will provide educators with the skills needed to assume mentoring and/or leadership roles for leading teachers in meeting the needs of the region’s growing population of English language learners; and

WHEREAS, the School of Education proposes to support the program with current faculty and anticipates delivery via a blended approach to enable current state-certified and non-certified ESL professionals the opportunity to advance their education and careers;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants initial approval of and submission to the Alabama Commission on Higher Education (ACHE) the proposed Educational Specialist (Ed.S.) degree in Teaching English to Speakers of Other Languages (CIP Code 13.1401) by The University of Alabama at Birmingham.
Proposal: Master of Science in Engineering Management (MSEM) Degree (CIP Code 14.9999)

- This program will develop the technical, managerial, and professional capabilities of engineering graduates which will prepare them for positions of leadership within a wide variety of industries and organizational types.
- The MSEM program will be a joint effort of the School of Engineering and Collat School of Business and will pursue accreditation through AACSB.
- Current faculty will support the predominately part-time MSEM students without new funds.

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Science in Engineering Management (MSEM) Degree (CIP Code 14.9999) at UAB

RESOLUTION

WHEREAS, The University of Alabama at Birmingham School of Engineering and the Collat School of Business have proposed a Master of Science in Engineering Management (MEM) degree; and

WHEREAS, the Notification of Intent to Submit a Proposal (NISP) for said proposal was approved by The Board of Trustees of The University of Alabama on June 16, 2016; and

WHEREAS, the proposed program offers an opportunity for UAB's School of Engineering and the Collat School of Business to partner in offering students a mixture of technical skills, innovative thinking, and business skills and to also offer students practical experience with local industry; and

WHEREAS, there is a growing need for engineering graduates who possess the ability to adapt to the internal and external constraints present in the variety of enterprises they serve; and
WHEREAS, industry leaders are now demanding advanced communication, problem solving and collaboration skills beyond that of mathematics and engineering principles; and

WHEREAS, the proposed program provides a framework to teach students to collaborate across disciplines to serve the needs of their employers;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants initial approval of and submission to the Alabama Commission on Higher Education (ACHE) the proposed Master of Science in Engineering Management (MEM) degree (CIP Code 14.9999) by The University of Alabama at Birmingham.

PowerPoint

**NISP: Doctor of Philosophy (Ph.D.) Degree in Mechanical Engineering (CIP Code 14.1901)**

- This proposed program will add a Ph.D. in Mechanical Engineering to the existing bachelors and masters programs.
- A Ph.D. in Mechanical Engineering program will support the unmet research needs of the Birmingham area in industries such as medicine, power generation, and automotive. Existing collaborations will be expanded, and highly-qualified students will be recruited nationally and internationally.
- Doctoral-level training is necessary to match the available research opportunities and create results that benefit science and innovation.

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Doctor of Philosophy (Ph.D.) Degree in Mechanical Engineering (CIP Code 14.1901) at UAB
RESOLUTION

WHEREAS, The University of Alabama at Birmingham School of Engineering strives to deliver quality programs that are relevant and innovative; and

WHEREAS, within Birmingham there is a growing need for mechanical engineers with doctoral training; and

WHEREAS, the proposed program seeks to prepare students to become productive engineering researchers in industry, academia, and government; and

WHEREAS, the proposed Ph.D. in Mechanical Engineering would allow the UAB Department of Mechanical Engineering to converge with available research opportunities and create results that benefit science and innovation;

NOW, THEREFORE BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves submission of a Notification of Intent to Submit a Proposal (NISP) for a Doctor of Philosophy (Ph.D.) degree in Mechanical Engineering (CIP Code 14.1901) by The University of Alabama at Birmingham.

PowerPoint

Vision, Mission, and Values Statements at UAB - Process

- President Watts appointed a Strategic Planning Council which held its first meeting September 1, 2016.
- This council included representatives of the faculty, staff, students, alumni, deans, executive cabinet, athletics, and the health system.
- Campus-wide updates, listening sessions, and feedback from constituents via their representatives have shaped UAB’s strategic plan for 2018-2023, Forging the Future, which was finalized in November of 2017.
- Vision, Mission, and Values underpin the strategic plan.
Vision

2004
An internationally renowned research university – a first choice for education and health care.

2018
One university inspiring and empowering the creation of knowledge that changes the world.

Mission

2004
UAB is a research university and academic health center that discovers, teaches and applies knowledge for the intellectual, cultural, social and economic benefit of Birmingham, the state and beyond.

2018
UAB serves students, patients, the community and the global need for discovery, knowledge dissemination, education, creativity and the application of groundbreaking solutions. We are a leader among comprehensive public urban research universities with academic medical centers.
Values/Shared Values

2004
- Academic freedom
- Accountability
- Caring and responsive service
- Collaboration
- Commitment to excel
- Community involvement
- Diversity
- Entrepreneurial/can-do attitude
- Ethical conduct
- Shared governance
- Unity of purpose

2018
- Integrity
- Respect
- Diversity and inclusiveness
- Collaboration
- Excellence and achievement
- Stewardship
- Accountability

Granting Approval of the Vision, Mission, and Values Statements at UAB

RESOLUTION

WHEREAS, since 2013 The University of Alabama at Birmingham (UAB) has been engaged in a comprehensive strategic planning process that involved faculty, staff, students, and community leaders; and

WHEREAS, the entire community was encouraged to provide input to the process through a variety of opportunities, including interviews, surveys, focus groups, and websites as well as campus-wide forums; and

WHEREAS, the resulting vision, mission, and values statements and the accompanying goals will serve as a campus-wide blueprint for success; and

WHEREAS, progress toward each of the goals will be measured through use of institutional metrics;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves and endorses the following vision, mission, and values statements for The University of Alabama at Birmingham:

Vision:
One university inspiring and empowering the creation of knowledge that changes the world.
Mission:
UAB serves students, patients, the community and the global need for
discovery, knowledge dissemination, education, creativity and the application
of groundbreaking solutions. We are a leader among comprehensive public
urban research universities with academic medical centers.

Shared Values:
- **Integrity** – We act ethically and do what is right.
- **Respect** – We treat others with courtesy and civility.
- **Diversity and inclusiveness** – Everybody counts every day. We actively
  seek varied perspectives in our decision-making.
- **Collaboration** – We trust each other and work cooperatively across
disciplinary boundaries in the spirit of shared governance.
- **Excellence and achievement** – We constantly innovate, solve problems and
  improve ourselves and others through learning.
- **Stewardship** – Fiscal and environmental sustainability guide our decisions.
- **Accountability** – We are answerable to each other and act with the best
  interests of the university in mind.

PowerPoint

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THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

NISP
Master of Arts in Teaching
P-12

CIP Code 13.1206
February 8, 2018
Resolution on Page 147
NISP for Master of Arts in Teaching (M.A.T.)
P-12
CIP Code 13.1206

The proposed M.A.T. in P-12 will prepare pre-service teacher education candidates with baccalaureate degrees to earn a master's degree in teaching and satisfy requirements for an initial Alabama teaching license in disciplines with a P-12 licensure, music education, music (choral and instrumental), physical education, visual arts, and theatre.

The M.A.T. in P-12 will
1. Prepare educators who can meet the P-12 education needs in north Alabama and southern Tennessee.
2. Prepare individuals who already hold a bachelor's degree outside of education to shift their professional careers.
3. Provide a comprehensive teacher education program with appropriate coursework, field experiences, and student internships to prepare them to work effectively in elementary and secondary schools.

P-12 M.A.T. complements the current M.A.T. in Secondary Education and the M.A.T. in Elementary Education and incorporates the teaching field coursework delivered by the appropriate department.

Resolution on page 147

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Arts (MAT) Degree in Teaching P-12 (CIP Code 13.1206) at UAH

RESOLUTION

WHEREAS, the addition of the proposed Master of Arts in Teaching (MAT) P-12 will provide a venue to prepare and equip pre-service teacher education candidates to be highly qualified educators in disciplines with a P-12 licensure; and

WHEREAS, the Master of Arts in Teaching (MAT) P-12 will provide an innovative mechanism to prepare individuals who already hold a bachelor's degree outside of education who choose to shift their professional careers; and

WHEREAS, the proposed new degree will provide a resource for preparing a workforce to meet the P-12 education needs in north Alabama and southern Tennessee; and

WHEREAS, the addition of the Master of Arts in Teaching (MAT) P-12 will strengthen our collaboration with parents, education, and community stakeholders; and

WHEREAS, this program strengthens collaboration across disciplines and departments.
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Board does hereby support the planning of this program and grants permission to submit this Notification of the Intent to Submit a Proposal for the Master of Arts in Teaching (MAT) P-12 (CIP code 13.1206) at The University of Alabama in Huntsville to the Alabama Commission on Higher Education.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Christine Curtis, Provost of The University of Alabama in Huntsville, and placed in the M. Louis Salmon Library of The University of Alabama in Huntsville.

PowerPoint

Academic Affairs, Student Affairs, and Planning Committee

February 8, 2018
Today's Academic Program Items from UA

➢ 1 Program Proposal:
  • Master of Fine Arts Degree in Dance
    (College of Arts and Sciences)
    (NISP approved June 2017)

➢ 1 NISP Request:
  • Master of Science Degree in Business Analytics
    (Culverhouse College of Commerce & Business Administration)

➢ 1 College Name Change Request:
  • Culverhouse College of Commerce & Business Administration to the
    Culverhouse College of Business

A Proposal for an M.F.A. Degree in Dance
(CIP Code 50.0301)

➢ UA’s successful BA program in dance, founded in 1987 and recently ranked 15th
  in the nation, has a strong record of collaboration across university programs,
  including Theatre, Art, Engineering, Creative Writing, Music, and
  Telecommunication & Film, which can be enhanced and expanded with the
  addition of graduate-level creative curriculum and research.

➢ The MFA degree will further enhance the national and international presence of
  the dance program through increased collaboration with programs such as the
  American College Dance Association, the National Dance Education
  Organization, the NYC Broadway Dance Center, and Dance-Forma Productions
  (an International production company).

➢ The highly anticipated Performing Arts Academic Center, a state-of-the-art
  facility including theatres, rehearsal studios, classrooms, offices, and public
  spaces will greatly enhance performance and training opportunities for dance
  students, making this the ideal time to launch an MFA program.

Resolution on page 153
A Proposal for an M.F.A. Degree in Dance
(CIP Code 50.0301)

➢ The MFA degree is intended to develop students' creative, performance, and scholarly work preparing them to become Dance Artists, Administrators, Scholars, and Teachers.

➢ The degree will:
  ▪ Support the development of diverse skills in classical and contemporary dance techniques, dance pedagogy, visual design and production, historical perspectives and critical theory, and technical and artistic integration of dance-specific technologies.
  ▪ Equip students with a mastery of skills in dance pedagogy, practice-based dance research/scholarship, choreography, directing, and production.

➢ The MFA is a professional degree providing students skills-based classes preparing them to directly enter professional dance and entertainment enterprises.

Resolution on page 153

A Proposal for an M.F.A. Degree in Dance
(CIP Code 50.0301)

➢ UA’s BA program in dance will both complement, and benefit from, the proposed MFA.
  ▪ Cross-listing of graduate and upper-level undergraduate classes.
  ▪ Enhanced performance and creative research opportunities for undergraduates.
  ▪ Graduate student assistants will expose UA undergraduates to a wider range of movement styles, aesthetics, and techniques.

➢ There are no other MFA degrees in dance in the state of Alabama, nor in Georgia, Tennessee, Louisiana, South Carolina, or Arkansas.
  ▪ Closest programs are in Mississippi, Florida, Texas, and North Carolina.
  ▪ Strong interest and need for a program in this region.

➢ This new degree program will utilize resources already in place.

Resolution on page 153

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Fine Arts (M.F.A.) Degree in Dance (CIP Code 50.0301) in the Department of Theatre and Dance in the College of Arts and Sciences at UA

RESOLUTION

WHEREAS, the Board of Trustees approved a Notification of Intent to Submit a Proposal (NISP) for the Master of Fine Arts (M.F.A.) in Dance on June 16, 2017; and
WHEREAS, The Department of Theatre and Dance has a long-standing and successful Bachelor of Arts (B.A.) in Dance with increasing enrollment; and

WHEREAS, the Department currently offers a wide range of courses in movement techniques, choreography, design and production, directing, pedagogy, history, anatomy/kinesiology and other areas of dance; and

WHEREAS, the Master of Fine Arts (M.F.A.) students will help deliver the undergraduate curriculum, in addition to undergraduate students benefitting from working with additional creative and teaching specialists; and

WHEREAS, there are no other Master of Fine Arts (M.F.A.) degrees in Dance in the state of Alabama, nor in Georgia, Tennessee, Louisiana, South Carolina, or Arkansas; and

WHEREAS, the Master of Fine Arts (M.F.A.) is a terminal degree in high demand nationally that prepares graduates to enter into professional or educational fields immediately;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants initial approval of and permission to submit to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Fine Arts (M.F.A.) degree in Dance (CIP Code 50.0301) in the Department of Theatre and Dance in the College of Arts and Sciences at The University of Alabama.

PowerPoint

A NISP for an M.S. Degree in Business Analytics
(CIP Code 52.1302)

- In Alabama and throughout the United States, the demand for graduates with analytics skills, particularly at the master's level, is growing rapidly due to:
  - Increases in the quantity and quality of accessible data,
  - Improvement in analytics methodologies and algorithms,
  - Available computing power,
  - Heightened recognition of the potential of analytics in industry and government.

- Although several top U.S. universities have created programs, primarily at the master's level, to address a wide variety of needs, demand for graduates with the requisite analytics skills continues to substantially exceed supply.

Resolution on page 183
A NISP for an M.S. Degree in Business Analytics
(CIP Code 52.1302)

In Alabama and throughout the United States, the demand for graduates with analytics skills, particularly at the master's level, is growing rapidly due to:

- Increases in the quantity and quality of accessible data.
- Improvement in analytics methodologies and algorithms.
- Availability of computing power.
- Heightened recognition of the potential of analytics in industry and government.

Although several top U.S. universities have created programs, primarily at the master's level, to address a wide variety of needs, demand for graduates with the requisite analytics skills continues to substantially exceed supply.

Resolution on page 183

A NISP for an M.S. Degree in Business Analytics
(CIP Code 52.1302)

The Master of Science Degree in Business Analytics degree is an advanced applied degree that will address these needs by:

- Preparing students for analytics positions in industry and government to
  - manage data,
  - apply cutting-edge quantitative methodologies,
  - use current software,
  - interpret and effectively communicate results,
  - make recommendations,
  - manage implementations.

- Producing students who are equipped to continue learning and applying new analytics methods throughout their careers.

Resolution on page 183

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Science in Business Analytics (M.S.B.A.) Degree (CIP Code 52.1302) in the Department of Information Systems, Statistics, and Management Science in the Culverhouse College of Commerce and Business Administration at UA

RESOLUTION

WHEREAS, the Culverhouse College of Commerce and Business Administration is a national leader in analytics education, offering a concentration in Decision Analytics through its Department of Information
Systems, Statistics, and Management Science and a concentration in Marketing Analytics through its Department of Marketing; and

WHEREAS, the demand for a Business Analytics (M.S.) program is evident, based on increasing enrollments in analytics coursework and market analysis for such programs; and

WHEREAS, the Culverhouse College of Commerce and Business Administration has built additional infrastructure to support analytics education to serve as a foundation for a new degree program, including the Institute for Business Analytics and the Marilynn A. Hewson Data Analytics Lab; and

WHEREAS, a Business Analytics (M.S.) degree can be developed for students who wish to advance their careers through a foundational understanding of Business Analytics by leveraging existing coursework in statistical data management, two courses in data mining, and one course in management science offered by the Department of Information Systems, Statistics, and Management Science;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it supports and grants approval of and permission to submit to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Science in Business Analytics (M.S.B.A.) degree (CIP Code 52.1302) in the Department of Information Systems, Statistics, and Management Science in the Culverhouse College of Commerce and Business Administration at The University of Alabama.

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A Proposal to Change the Name of the
Culverhouse College of Commerce and Business Administration
to the
Culverhouse College of Business

- Sentiment that current name does not capture the nature of the college.
  - Business education has expanded beyond a focus on commerce.
  - The term administration draws attention away from the strategic nature of business that is critical to business education.

- The proposed name better reflects the naming conventions of business schools.
  - The business school accrediting body is called the Association to Advance Collegiate Schools of Business (AACSB).
  - The majority of colleges of business are now named "college of business."
  - New name will improve recognition of the college as a business school to internal and external entities.

- Change is overwhelmingly supported by the faculty and staff of the college, the donor, and the executive board of the college's Board of Visitors.
Granting Approval of a Proposal to Change the Name of the Culverhouse College of Commerce and Business Administration to the Culverhouse College of Business at UA

RESOLUTION

WHEREAS, the Culverhouse College of Commerce and Business Administration serves the teaching, research, and service missions of The University of Alabama; and

WHEREAS, business education has expanded from its commerce origin to a broad array of business-related disciplines including such areas as accounting, analytics, economics, finance, insurance, management information systems, operations management, general business management, entrepreneurship, human resources, marketing, and sales; and

WHEREAS, the Culverhouse College of Commerce and Business Administration has a well-deserved reputation as a strong business school with nationally ranked academic programs and scholars; and

WHEREAS, business is a popular area of study for undergraduate and graduate students, with nearly one-quarter of the University of Alabama’s total student population pursuing a business degree; and

WHEREAS, the proposed name change better reflects the teaching and research missions of the Culverhouse College of Commerce and Business Administration; and

WHEREAS, the proposed name change has the potential to improve the recognition of the College as a business school;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the name of the Culverhouse College of Commerce and Business Administration be permanently changed to the Culverhouse College of Business.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) the Establishment of a Biostatistics Concentration within the Doctor of Public Health Degree (CIP Code 51.2201) at UAB
RESOLUTION

WHEREAS, the UAB School of Public Health offers a Doctor of Public Health degree; and

WHEREAS, the Department of Biostatistics is proposing a concentration in Biostatistics within the Doctor of Public Health degree; and

WHEREAS, the program seeks to produce professionals qualified to utilize biostatistical analysis to advance the fields of public health care and research; and

WHEREAS, the only additional resource required will be one new single-semester course; and

WHEREAS, the proposed Biostatistics Concentration will be the only one of its kind in Alabama and one of only nine such programs nationally;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants approval of and submission to the Alabama Commission on Higher Education (ACHE) the establishment of a Biostatistics Concentration within the Doctor of Public Health degree (CIP Code 51.2201) at The University of Alabama at Birmingham.

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Establishment of a Biostatistics Concentration within the Master of Public Health Degree (CIP Code 51.2201) at UAB

RESOLUTION

WHEREAS, the UAB School of Public Health offers a Master of Public Health degree; and

WHEREAS, the UAB School of Public Health is proposing a concentration in Population Health within its Master of Public Health degree; and

WHEREAS, the proposed Population Health Concentration aims to provide students with the knowledge and skills required to plan, design, implement, monitor, and evaluate public health programs; and
WHEREAS, the proposed concentration seeks to provide public health generalists with the tools to improve community-based population health interventions; and

WHEREAS, the only additional resource required for the proposed concentration will be one new course;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants approval of and submission to the Alabama Commission on Higher Education (ACHE) the establishment of a Population Health Concentration within Master of Public Health degree (CIP Code 51.2201) at The University of Alabama at Birmingham.

Granting Approval of Changing the Name of the Department of Ophthalmology to the Department of Ophthalmology and Visual Sciences at The University of Alabama School of Medicine at UAB

RESOLUTION

WHEREAS, the Department of Ophthalmology at The University of Alabama School of Medicine was founded in 1945; and

WHEREAS, the Department of Ophthalmology has had an illustrious and distinguished history of excellence in clinical service, education, and research, led initially by Dr. Alston Callahan; and

WHEREAS, the Department of Ophthalmology provides a nationally recognized center for the management of chronic blinding eye disease based on cutting-edge translational research, new models of health care delivery and scientifically informed training programs; and

WHEREAS, the Department of Ophthalmology clinical mission is fostered by the comprehensive, efficient, vertically integrated eye care delivery system through the Callahan Eye Hospital Clinics; and

WHEREAS, the Department of Ophthalmology has developed a world-class vision research program focused on translation vision sciences and the development of new therapeutics blinding retinal and optic nerve disease; and

WHEREAS, the Department of Ophthalmology faculty have grown from 29 in 2012 to 49 in 2017; and
WHEREAS, the annual extramural grant revenue from the National Institutes of Health (NIH) to the Department of Ophthalmology has grown from approximately $1.9 million to approximately $8.3 million from 2012 to 2017 and the NIH ranking rose from 32 in 2012 to 17 in 2016; and

WHEREAS, the Department of Ophthalmology continues to provide high-quality clinical training program while transitioning the program to be more conducive to the development of clinician-scientists and vision researchers; and

WHEREAS, the Department of Ophthalmology desires to change its name to not only capture the traditional scope of clinical and educational priorities for patient care, but also to reflect the substantial growth of translational research program; and

WHEREAS, such a name change is in alignment with movements by other major national and international academic ophthalmic departments; and

WHEREAS, Christopher A. Girkin, M.D., will serve as the Chair of the Department and coordinate the clinical and academic efforts of the Department across campus;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves changing the name of the Department of Ophthalmology at the School of Medicine at UAB to the Department of Ophthalmology and Visual Sciences at the School of Medicine at UAB.

Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Name Change of the Master of Science (M.S.) Degree in Computer Forensics and Security Management to the Master of Science (M.S.) Degree in Cyber Security (CIP Code 11.1003) at UAB

RESOLUTION

WHEREAS, the UAB Department of Computer Science currently offers a Master of Science (M.S.) degree in Computer Forensics and Security Management; and

WHEREAS, the Department wishes to change the name of the Master of Science (M.S.) degree in Computer Forensics and Security Management to Master of Science (M.S.) degree in Cyber Security; and

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WHEREAS, the desired degree name change seeks to add clarity to students about its mission, since Cyber Security has become today’s most recognizable nomenclature as the field has evolved; and

WHEREAS, the proposed degree name change seeks to give the program broader appeal to larger applicant pools;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants initial approval of and submission to the Alabama Commission on Higher Education (ACHE) the proposed name change of the Master of Science (M.S.) degree in Computer Forensics and Security Management to the Master of Science (M.S.) degree in Cyber Security (CIP Code 11.1003) at The University of Alabama at Birmingham.

Granting Approval of the Appointment of Michael Boulton, Ph.D., as the First Holder of the Susan and Dowd Ritter/RPB Endowed Chair in Ophthalmology Research at UAB

RESOLUTION

WHEREAS, a resolution formally establishing the Susan and Dowd Ritter/RPB Endowed Chair in Ophthalmology Research was approved by The Board of Trustees of The University of Alabama at its February 6, 2015 meeting; and

WHEREAS, as recommended by Selwyn M. Vickers, M.D., Senior Vice President and Dean of the School of Medicine, with the concurrence of the leadership of The University of Alabama at Birmingham (UAB), the UAB administration now wishes to appoint Michael Boulton, Ph.D., Professor of Ophthalmology, as the first holder of this endowed chair; and

WHEREAS, Dr. Boulton received his Bachelor of Science in Microbiology with Chemistry from the University of Reading in Reading, Berkshire in England in 1974; his Doctor of Medicine from the CNAA Polytechnic of Central London in London, United Kingdom in 1982; and began his postgraduate training at Fight for Sight, Department of Visual Science, Institute of Ophthalmology in London, United Kingdom in 1983; and

WHEREAS, Dr. Boulton was recruited to May and Baker Ltd as an Assistant Scientist in the Vascular Disease Division in 1974; and

WHEREAS, Dr. Boulton was recruited to the Division of Science at Polytechnic of Central London as a Research Fellow in 1979; and
WHEREAS, Dr. Boulton was recruited to the Department of Visual Science, Institute of Ophthalmology as Fight for Sight Fellow in 1983 where he was promoted to a Lecturer for the Department of Clinical Ophthalmology in 1988; and

WHEREAS, Dr. Boulton was recruited to the Department of Ophthalmology and School of Biological Sciences at the University of Manchester as a Senior Lecturer in 1989 where he was promoted to a Reader in 1995 and was named Honorary Professor in 2001; and

WHEREAS, Dr. Boulton was recruited to the School of Optometry and Vision Sciences at Cardiff University as the Head of the School and Professor of Cell and Molecular Biology in 1999; was named Director of the Cardiff Institute of Tissue Engineering and Repair in 2001; was appointed Adjunct Professor at the School of Optometry and Vision Sciences in 2006; and was named Honorary Professor in 2008; and

WHEREAS, Dr. Boulton was recruited to the Pennsylvanian College of Optometry as a Faculty Professor in 2000 and was named Honorary Faculty Professor in 2010; and

WHEREAS, Dr. Boulton was named Honorary Professor at Shandong University in Shanghai, China in 2003; and

WHEREAS, Dr. Boulton was recruited to the Department of Ophthalmology and Visual Sciences at the University of Texas Medical Branch in Galveston, Texas as a Professor and Director of the Macular Degeneration Center in 2006 and served as Adjunct Professor from 2008-2010; and

WHEREAS, Dr. Boulton was recruited to the Department of Anatomy and Cell Biology at the University of Florida as a Professor in 2008; and

WHEREAS, Dr. Boulton was recruited to Indiana University School of Medicine as the Director of Research, Anatomy and Cell Biology in 2012 where he was appointed as the Merrill Grayson Professor of Ophthalmology and Director of Basic and Translational Research in the Department of Ophthalmology in 2013 and served as a Professor in the Department of Biochemistry and the Department of Medical and Molecular Genetics starting in 2013; and

WHEREAS, in July 2017, Dr. Boulton was recruited as a Professor to the UAB Department of Ophthalmology; and
WHEREAS, Dr. Boulton is a member of numerous professional organizations including The Association for Vision and Research in Ophthalmology and serves on numerous editorial boards; and

WHEREAS, members of the search committee have unanimously recommended that Dr. Boulton be appointed to the Susan and Dowd Ritter/RPB Endowed Chair in Ophthalmology Research in the School of Medicine, and this Board concurs with the selection of Dr. Boulton as the first holder of this prestigious endowed chair;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Michael Boulton, Ph.D., hereby is appointed as the first holder of the Susan and Dowd Ritter/RPB Endowed Chair in Ophthalmology Research in the School of Medicine at UAB, with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Michael Boulton, Ph.D., to share with members of his family; to Selwyn M. Vickers, M.D., Senior Vice President and Dean of the School of Medicine at UAB; and to other appropriate officials of UAB.

Granting Approval of the Appointment of Maria Grant, M.D., as the First Holder of the Eivor and Alston Callahan, M.D., Endowed Chair in Ophthalmology at UAB

RESOLUTION

WHEREAS, a resolution formally establishing the Eivor and Alston Callahan, M.D., Endowed Chair in Ophthalmology was approved by The Board of Trustees of The University of Alabama at its April 7, 2017 meeting; and

WHEREAS, as recommended by Selwyn M. Vickers, M.D., Senior Vice President and Dean of the School of Medicine, with the concurrence of the leadership of The University of Alabama at Birmingham (UAB); the UAB administration now wishes to appoint Maria Grant, M.D., as the first holder of this endowed chair; and

WHEREAS, Dr. Grant received her Bachelor of Science in Chemistry in 1976 from the University of Florida in Gainesville, Florida; her Doctor of Medicine in 1979 from the University of Florida in Gainesville, Florida; began her postgraduate training at the University of Florida as an Intern in 1979, then a Junior Assistant Resident in 1980 and a Senior Assistant Resident in 1981; and completed
her postgraduate training in 1983 as a Research Fellow in the Division of Endocrinology and Metabolism at the University of Florida in Gainesville, Florida; and was made Ophthalmology Research Fellow at The Wilmer Eye Institute at Johns Hopkins University in Baltimore, Maryland in 1985; and

WHEREAS, in the specialty of endocrinology, Dr. Grant was recruited by the University of Florida in Gainesville, Florida as an instructor in the Division of Endocrinology and Metabolism in the Department of Medicine in 1986 was promoted to an Assistant Professor of Medicine in the same Division in 1987; she was promoted to the Associate Professor of Medicine in the Division of Endocrinology and Metabolism in the Department of Medicine in 1992 and promoted to Chief of the Division of Endocrinology and Metabolism in the Department of Medicine in 1995; and

WHEREAS, in the specialty of ophthalmology, Dr. Grant was named the Affiliate Assistant Professor in the Department of Ophthalmology by the University of Florida in Gainesville, Florida in 1991; was named as an Affiliate Associate Professor in the Department of Ophthalmology in 1992 and promoted to Affiliate Professor of the Department of Ophthalmology in 2009; she was promoted to Professor and Director of Translational Research Department of Ophthalmology in 2011 where she served as a Professor in the Department of Ophthalmology until her departure; and

WHEREAS, Dr. Grant was also named the Assistant Director of Clinical Research Center by the University of Florida in Gainesville, Florida in 1989; she was named the Affiliate Associate Professor in the Department of Clinical and Health Psychology in 1992 and named the Affiliate Associate Professor in the Department of Physiology in 1995; she was also named as an Associate Professor of the Department of Pharmacology and Therapeutics in 2000 and promoted to Professor of the Department of Pharmacology and Therapeutics in 2002; she was named Affiliate Professor of both the Department of Physiology and Functional Genomics and the Department of Medicine in 2002; she was named Affiliate Professor of the Department of Psychiatry in 2009; and

WHEREAS, in July 2017, Dr. Grant was recruited as a Professor to the UAB Department of Ophthalmology; and

WHEREAS, Dr. Grant is a member of numerous professional organizations including the National Board of Medical Examiners, the American Board of Internal Medicine, The Endocrine Society, the American Diabetes Association, The Association for Research in Vision and Ophthalmology and serves on numerous editorial boards; and
WHEREAS, members of the search committee have unanimously recommended that Dr. Grant be appointed to the Eivor and Alston Callahan, M.D., Endowed Chair in Ophthalmology in the School of Medicine, and this Board concurs with the selection of Dr. Grant as the first holder of this prestigious endowed chair;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Maria Grant, M.D., hereby is appointed as the first holder of the Eivor and Alston Callahan, M.D., Endowed Chair in Ophthalmology in the School of Medicine at UAB, with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Maria Grant, M.D., to share with members of her family; to Selwyn M. Vickers, M.D., Senior Vice President and Dean of the School of Medicine at The University of Alabama at Birmingham; and to other appropriate officials of UAB.

Granting Approval of the Appointment of Amit Gaggar, M.D., Ph.D., as the Inaugural Holder of the Endowed Professorship in Airway Biology at UAB

RESOLUTION

WHEREAS, a resolution formally establishing the Endowed Professorship in Airway Biology in the Division of Pulmonary, Allergy and Critical Care Medicine was approved by The Board of Trustees of The University of Alabama at the September 15, 2017 meeting; and

WHEREAS, as recommended by Selwyn M. Vickers, M.D., Senior Vice President and Dean of The University of Alabama School of Medicine, with the concurrence of the leadership of The University of Alabama at Birmingham (UAB), UAB administration now wishes to appoint Amit Gaggar, M.D., Ph.D., Professor, as the inaugural holder of this endowed professorship; and

WHEREAS, Dr. Gaggar received his B.S. and M.D. degrees from the University of Michigan, Ann Arbor, Michigan, having matriculated into the prestigious Inteflex Program, and earning his Ph.D. from UAB; and

WHEREAS, Dr. Gaggar completed his Internship and Residency in 2003, and his Fellowship in Pulmonary, Allergy and Critical Care Medicine in 2006, in the Department of Medicine at UAB; and
WHEREAS, Dr. Gaggar has served on the UAB faculty in the Department of Medicine, in the Division of Pulmonary, Allergy and Critical Care Medicine since 2006, and was awarded tenure in 2012, and progressed to the rank of Professor of Medicine in 2016; and

WHEREAS, Dr. Gaggar is the inaugural Director of the Airway Biology Program; and was named Lead Mentor for Physician-Scientists in Pulmonary Disease in 2017; and

WHEREAS, Dr. Gaggar has received numerous honors and awards including: Argus Awards for Excellence in Mentoring and Excellence in Teaching, UAB Department of Medicine; American Thoracic Society Early Career Investigator Recipient; Dean’s Mentorship Award, School of Medicine at UAB; and

WHEREAS, Dr. Gaggar served as Inaugural Associate Program Director for Research, UAB Tinsley Harrison Residency Program, 2010-2013; and has served as Director of the Program in Protease and Matrix Biology since 2012; and

WHEREAS, Dr. Gaggar is a member of the European Respiratory Society, American Association of Immunologists, American Physiological Society, American College of Chest Physicians, and the American Thoracic Society; and

WHEREAS, Dr. Gaggar is a leading physician-scientist in his field and has served as Principal Investigator for numerous impactful research projects in an effort to improve the health of those afflicted with lung disease; and

WHEREAS, Dr. Gaggar has served on numerous councils and committees as a leader in his field, including as a Permanent Study Section Member, Cystic Fibrosis Foundation; Research Development Group, UAB Division of Pulmonary, Allergy and Critical Care Medicine; Study Section Member, Lung II American Heart Association; and Program Committee Member, American Thoracic Society; and

WHEREAS, Dr. Gaggar has received international recognition for research work, and is a seasoned speaker for such prestigious conferences as the European Respiratory Society, North American Cystic Fibrosis Meetings and the International Meetings of the American Thoracic Society, and receives invites to present his research at institutions worldwide; and

WHEREAS, Dr. Gaggar has authored more than sixty peer reviewed original publications in such outstanding journals as Nature Scientific Reports, European Respiratory Journal, Journal of Clinical Investigation, Journal of Cystic Fibrosis, Science Advances, and Journal of Immunology; and
WHEREAS, Dr. Gaggar serves on the editorial board of PLOS-One and Frontiers of Pulmonary Pharmacology; and is an ad hoc journal reviewer for such high-impact journals as Journal of Clinical Investigation, American Journal of Respiratory Cell and Molecular Biology, Blood, European Respiratory Journal, and Nature Medicine; and

WHEREAS, Dr. Gaggar has maintained continuous funding since 2005, from such entities such as the National Institutes of Health (NIH), Veterans Administration, and the Cystic Fibrosis Foundation, an indicator of the outstanding quality of his science; and

WHEREAS, Dr. Gaggar has consistently demonstrated his passion for teaching and dedication to mentees, and has ultimately served as an invaluable and influential mentor to students, residents, fellows and junior faculty; and

WHEREAS, members of this Board concur with the selection of Dr. Gaggar as the inaugural holder of this prestigious endowed professorship;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Amit Gaggar, M.D., Ph.D., hereby is appointed as the inaugural holder of the Endowed Professorship in Airway Biology, The University of Alabama School of Medicine at UAB, with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Amit Gaggar M.D., Ph.D., to share with members of his family; to Selwyn M. Vickers, M.D. Senior Vice President and Dean of The University of Alabama School of Medicine at UAB; and to other appropriate officials of UAB.

Granting Approval of the Appointment of Yakov Kasman, D.M.A., as Distinguished Professor in Music in the College of Arts and Sciences at UAB

RESOLUTION

WHEREAS, Yakov Kasman, D.M.A., Professor of Music in the College of Arts and Sciences at The University of Alabama at Birmingham (UAB), has been recommended to receive the designation of Distinguished Professor in Music; and

WHEREAS, Dr. Kasman earned the B.M. (1986) from the Music College of the Moscow State Conservatory in the Soviet Union, his M.M. (1993) degree and his D.M.A (1996) from the Moscow State Conservatory in Russia; and
WHEREAS, Dr. Kasman joined the faculty of UAB in 2002 as Assistant Professor of Piano/Artist-in-Residence in the Department of Music, UAB School of Arts and Humanities; in 2008, he was promoted to Associate Professor/Artist-in-Residence with tenure in the Department of Music; and in 2011, he was promoted to Professor/Artist-in-Residence in the Department of Music, UAB College of Arts and Sciences; and

WHEREAS, Dr. Kasman won the Silver Medal at the Van Cliburn International Piano Competition in 1997—one of the most prestigious piano competitions in the world; and

WHEREAS, Dr. Kasman’s debut in America at the Cliburn was the culmination of several competition triumphs and tours in Europe and the Middle East, including prizes at the Valentino Bucchi International Piano Competition in Rome, Italy in 1991, the 1991 London World Piano Competition, the 1992 Artur Rubinstein International Competition in Tel Aviv, Israel, and the 1995 International Prokofiev Competition in St. Petersburg, Russia, as well as international competitions in Pontoise and Strasbourg, France and Casablanca, Morocco; and

WHEREAS, in 2004, Dr. Kasman received a call in his studio at UAB at noon and boarded a plane 90 minutes later, landing in Portland, Oregon one hour prior to curtain, substituting, with no rehearsal, for an ailing soloist in the very challenging Rachmaninov Piano Concerto No. 3 with the Oregon Symphony, saving the concert, resulting in thunderous ovation and many future engagements; and

WHEREAS, Dr. Kasman’s playing is represented on eighteen commercially released recordings on the Harmonia Mundi and Calliope labels; his two CD set of the recordings of the complete sonatas of Prokofiev was awarded the “Grand Prix de la Nouvelle Academie du Disque” in France in 1996; The International Piano Quarterly magazine recommended his CD of Moussorgsky’s “Pictures at an Exhibition” as one of 14 equally ranked best in a survey of recordings over the past 75 years; his recording of Shostakovich’s Concerto No. 1, and Schnittke’s Concerto for Piano and Strings, released in 2000, received the “Choc du monde de la musique” award in France, is rated highest for artistry and sound quality by Classics Today, and is referred to as “superlative” in the American Record Guide; and

WHEREAS, since his American debut, Dr. Kasman has given concerts in the United States, South America, Europe, and Asia, with recitals in Paris, Milan, New York City, Boston, Los Angeles, Philadelphia, Cleveland, St. Louis, Kansas City, St. Paul, Atlanta, and Birmingham. He has appeared as soloist with more than seventy orchestras including the Orchestre de Lille and Orchestre Philharmonique de Montpellier in France, the Singapore Symphony, the National Symphony Orchestra of Taiwan, Orquestra Simfonica de Balaeres (Spain), Daejeon Philharmonic
Orchestra and KBS Orchestra (South Korea), Orchestre Lamoureux (France), the National Symphony Orchestra of Ukraine, and the Moscow Philharmonia Orchestra; and

WHEREAS, Dr. Kasman has given hundreds of master classes to pianists all over the world; he has served on multiple international piano competition juries; he regularly serves on the faculty of the International Summer Music Academy in Kiev, Ukraine; his students have won hundreds of competition awards at the state, regional, national and international levels, including the Horowitz International Piano competition in Kiev, Ukraine, The American Prize National Competition, The International Keyboard Institute and Festival, all levels of the Music Teachers National Association, Federated Music Clubs, and American Music Teachers Association competitions; his students have gone on to professional careers as pianists and music professors; and

WHEREAS, Dr. Kasman received the UAB Caroline Ireland Prize for Scholarly Distinction in 2012; and

WHEREAS, Dr. Kasman is a generous colleague, regularly playing chamber music and recitals with colleagues in the UAB Department of Music, Alabama Symphony, and other professional musicians in the region; Kasman has performed on multiple “Keys to a Miracle” recitals, benefitting Children’s Hospital of Alabama and the Children’s Diabetes Fund; and

WHEREAS, Dr. Kasman has brought great pianists from all over the world to UAB for recitals and master classes with UAB students by coordinating the UAB Piano Series, has offered master classes to high school piano students from all over the region at UAB Piano Days, and has served on multiple committees in the Department of Music, as well as the Ireland Prize Committee in the College of Arts and Sciences; and

WHEREAS, Dr. Kasman is one of the most prolific performers, effective teachers, and successful mentors at UAB, and his fifteen years on the faculty of the Department of Music have greatly increased its reputation throughout the region and beyond;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Yakov Kasman, D.M.A, as Distinguished Professor in Music in the College of Arts of Sciences at The University of Alabama at Birmingham, with all rights and privileges thereunto appertaining; and it herein extends its deepest appreciation to Dr. Kasman for his dedication and service to the University, and to the people of this state and nation.
BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be given to Dr. Kasman and his family; to Dr. Pam Benoit, Provost; to Dr. Robert E. Palazzo, Dean of the College of Arts and Sciences; and to other appropriate University officials.

Granting Approval of the Appointment of Nathan B. Smith, M.D., as Professor Emeritus of Psychiatry in the Department of Psychiatry and Behavioral Neurology in the School of Medicine at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham (UAB), the School of Medicine and the Department of Psychiatry and Behavioral Neurobiology, UAB wishes to acknowledge Nathan B. Smith, M.D. by appointing him as Professor Emeritus of Psychiatry in the School of Medicine; and

WHEREAS, Dr. Smith, a native Alabamian, earned his Bachelor's degree (1975) from Samford University, during which time he also completed military service with the Alabama Air National Guard (1972-1976). Soon after, he earned a Master of Divinity from The Southern Baptist Theological Seminary (1978) and completed his Doctor of Medicine (1985) at The University of Alabama School of Medicine; and

WHEREAS, Dr. Smith completed a psychiatry residency at Dartmouth-Hitchcock Medical Center in Hanover, New Hampshire (1989), and additional postdoctoral training at Memorial Sloan-Kettering Cancer Center in New York, NY, working on the Network Project for Psycho-Oncology and Cancer Pain Psycho-Oncology Service; and

WHEREAS, Dr. Smith began his academic career as an Assistant Clinical Professor in Dartmouth Medical School of Psychiatry in 1989. In 1990, he was recruited to the UAB faculty as an Assistant Professor of Psychiatry, and as a result of his strong commitment to service and teaching he was promoted to Associate Professor and later to Professor (2006) in the University of Alabama School of Medicine; and

WHEREAS, Dr. Smith served as a Professor of Psychiatry for over a decade and served the UAB Department of Psychiatry in multiple leadership roles including Director of the Department's Psychiatry Clerkship (1998-1999), Director of the Psychiatry Residency Training Program (1991-2001), Vice Chairman for Education
(1995-2001), Vice Chairman for Administration (2001-2016), and Vice Chairman for Clinical Affairs (2011); and

WHEREAS, as a result of his dedication and passionate commitment to education, he served on numerous School of Medicine Education and Training Committees, and held administrative appointments as Assistant Dean for Admissions, University of Alabama School of Medicine (2001–2010) and Assistant Dean for Students and Admissions, University of Alabama School of Medicine from (2010–2016), positions he held with great distinction; and

WHEREAS, a highly regarded teacher, Dr. Smith has taught and trained numerous students and psychiatry residents during his career, and is known as a talented and compassionate clinician; and

WHEREAS, additionally, Dr. Smith has been the recipient of numerous honors; including an Award for Excellence in Training and Education from the residents in the Department of Psychiatry; he was the recipient of the Tenth Annual C.A. Roeske, M.D. Certificate of Recognition for Excellence in Medical Student Education presented by the American Psychiatric Association in May 2000. He was elected to membership in Alpha Omega Alpha in 2007. Dr. Smith was also awarded a Certificate of Appreciation for Outstanding Performance and Lasting Contribution to the Student National Medical Association at the 4th Annual Alabama Statewide Minority Pre-Health Conference in March 2007; and in April 2017, The University of Alabama College of Community Health Sciences Rural Medical Scholars Program awarded him the Distinguished Service Award for Outstanding Commitment to Rural Alabama Healthcare; and

WHEREAS, Dr. Smith is a member of multiple national professional societies and has served on national committees and presented numerous lectures throughout the nation;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the appointment of Nathan B. Smith, M.D. as Professor Emeritus of Psychiatry in the Department of Psychiatry and Behavioral Neurobiology in the School of Medicine at UAB.

BE IT FURTHER RESOLVED that this Board expresses its appreciation to Dr. Nathan Smith for his distinguished service as Professor in the Department of Psychiatry and Behavioral Neurobiology, and hereby conveys to him its sincere appreciation and gratitude for his many contributions made to UAB during his service as a faculty member in the Department of Psychiatry and that it takes note of the special recognition given to him by his colleagues and the UAB Administration.
as Professor Emeritus in the Department of Psychiatry and Behavioral Neurobiology at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be presented to Nathan B. Smith, M.D., to share with his family; Selwyn M. Vickers, M.D., Senior Vice President and Dean of the School of Medicine at UAB; James Meador-Woodruff, M.D., Chairman of the Department of Psychiatry and Behavioral Neurobiology; and to other appropriate University officials.

Granting Approval of the Appointment of Robert S. Gaston, M.D., as Professor Emeritus in the Department of Medicine at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama School of Medicine, The University of Alabama at Birmingham (UAB) wishes to acknowledge Robert S. Gaston, M.D., by appointing him Professor Emeritus; and

WHEREAS, Dr. Gaston graduated from the University of Arkansas and received his medical degree from the St. Louis University School of Medicine. His clinical training was completed at the University Hospital in Little Rock, including a nephrology fellowship. Dr. Gaston completed his renal transplant fellowship at UAB. Following his transplant fellowship, Dr. Gaston was appointed as an Assistant Professor of Medicine at the University of Arkansas for Medical Sciences and was later recruited to return to UAB as an Assistant Professor of Medicine/Surgery in 1990. Dr. Gaston was promoted to Associate Professor of Medicine/Surgery in 1994 and to Professor in 2000. He also served as Medical Director of Kidney and Pancreas Transplantation from 2003-2015. Dr. Gaston became the Endowed Chair in Transplant Nephrology in 2009 and was subsequently appointed to the Robert G. Luke Chair in Transplant Nephrology in 2013; and

WHEREAS, Dr. Gaston played a pivotal role in transplant programs at UAB as well as across the nation. He has served on numerous national and international committees with organizations including United Network for Organ Sharing (UNOS), United States Food and Drug Administration, American Society of Transplantation (AST), and National Institute of Allergy and Infectious Diseases (NIAID). In addition, Dr. Gaston served on the American Society of Transplantation Board of Directors beginning in 2006 as Councilor-at-large and progressed to his election as President of AST in 2011. He was inducted as a fellow in the inaugural
class for the American Society of Transplantation in 2015 and has maintained a standing as one of the Best Doctors in America since 2005; and

WHEREAS, Dr. Gaston has published works in high-profile journals, including the New England Journal of Medicine, Journal of the American Society of Nephrology and the American Journal of Transplantation. His body of works also includes over 300 original articles, book chapters, and abstracts and he has served as a distinguished speaker at many national and international meetings; and

WHEREAS, Dr. Gaston is a renowned transplant clinician and an outstanding role model for young physicians in training; and

WHEREAS, Dr. Gaston was the epitome of excellence throughout his tenure as Professor of Medicine, widely recognized by UAB faculty, staff and students as a thoughtful, honorable, and dedicated individual;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Robert S. Gaston, M.D., as Professor Emeritus in the Department of Medicine, and expresses its appreciation to Dr. Gaston for his distinguished service as Professor of Medicine at The University of Alabama at Birmingham, and hereby conveys to him its sincere gratitude for the many contributions made to UAB during his service as a faculty member, and that it takes note of the special recognition given to him by his colleagues and the UAB Administration through his appointment as Professor Emeritus.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be presented to Robert S. Gaston, M.D. and his family, and to appropriate University officials.

Granting Approval of the Appointment of Theodore M. Benditt, Ph.D., as Professor Emeritus of Philosophy in the Department of Philosophy at UAB

RESOLUTION

WHEREAS, Theodore M. Benditt, Ph.D., Professor in the Department of Philosophy in the College of Arts and Sciences, retired on June 1, 2017 after an exemplary service of 39 years to The University of Alabama at Birmingham (UAB) and his outstanding performance as teacher and scholar; and

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WHEREAS, in special recognition of his distinguished service to UAB, the College of Arts and Sciences, and the Department of Philosophy, UAB wishes to acknowledge Dr. Benditt, by appointing him as Professor Emeritus of Philosophy in the Department of Philosophy; and

WHEREAS, Dr. Benditt earned his Bachelor of Arts degree in American Civilization in 1962, his Juris Doctor degree in 1965, and his Master of Arts degree in Philosophy in 1967, all from The University of Pennsylvania, and his Doctor of Philosophy degree in Philosophy in 1971 from The University of Pittsburgh; and

WHEREAS, Dr. Benditt began his academic career in 1970 as an Assistant Professor in the Department of Philosophy at Duke University, went to The University of Southern California as Assistant Professor in 1975, and then to UAB in 1978 as Associate Professor and was promoted to Professor in 1983; and

WHEREAS, Dr. Benditt was named Chair of the Department of Philosophy at UAB in September, 1980, serving as Chair until December, 1983, and again from January 1, 2011 until June 30, 2012; and

WHEREAS, Dr. Benditt served as Dean of the UAB School of Arts and Humanities from January 1, 1984 until August 31, 1988; and

WHEREAS, Dr. Benditt served as Interim Chair of the UAB Department of English during the academic year 2006-07, helping the department through a difficult period; and

WHEREAS, Dr. Benditt served, between 2002 and 2006, as secretary, vice chair, chair, and past-chair of the UAB faculty.

WHEREAS, Dr. Benditt has published 2 peer-reviewed books, is co-editor of another book, and 34 peer-reviewed articles in the field of philosophy and has presented 18 professional papers at conferences; and

WHEREAS, Dr. Benditt has served as a reviewer for numerous major presses and journals, has served as a Grantmaking Panelist on the National Endowment for the Humanities, has served on many committees of the American Philosophical Association and as president of the Alabama Philosophical Society, and has served as a reviewer of philosophy programs at several universities and on reaffirmation of accreditation teams for the Southern Association of Colleges and Schools; and

WHEREAS, Dr. Benditt is a well-respected teacher of philosophy, having taught a variety of well received courses throughout his career; and
WHEREAS, Dr. Benditt has earned the admiration and respect of his students and colleagues at UAB for his dedication, collegiality, enthusiasm, professionalism, and hard work;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama approves the appointment of Theodore M. Benditt, Ph.D. as Professor Emeritus of Philosophy in the Department of Philosophy in the College of Arts and Sciences at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED by The Board of Trustees of The University of Alabama that it takes great pleasure in recognizing the significant professional achievements of Dr. Theodore M. Benditt and herewith expresses its sincere gratitude for the invaluable contributions he has made to The University of Alabama at Birmingham and to the State of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be presented to Dr. Theodore M. Benditt to share with his family; to UAB’s Provost; to Dr. Robert Palazzo, Dean of the College of Arts and Sciences; and to other appropriate officials of The University of Alabama at Birmingham.

Granting Approval of the Establishment of the J. Benjamin Younger, M.D. – Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility at UAB

RESOLUTION

WHEREAS, Mr. and Mrs. Edward Burns Roensch have given gifts totaling $1,502,543.02 for the purpose of establishing an endowed chair in the Division of Reproductive Endocrinology and Infertility of the School of Medicine at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is the donors’ intent that this endowment be used to recruit and/or retain a nationally or internationally recognized faculty member who is an expert in reproductive endocrinology and infertility and who will further the infertility research and patient care efforts of the Division, particularly with regard to endometriosis; and

WHEREAS, it is most fitting that this endowment be named the J. Benjamin Younger, M.D. – Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility to honor and pay tribute to the late Dr. Younger for his exemplary
work and longtime commitment to infertility research and care, as well as for his assistance in helping Mr. and Mrs. Roensch have a child; and

WHEREAS, Dr. Younger earned his bachelor’s degree from Millsaps College in 1959 and his medical degree from Tulane University in 1962, subsequently completing his residency and fellowship at Duke University Medical Center in 1968 and serving as Instructor and Associate at Duke University Medical Center from 1968 to 1969; and

WHEREAS, in 1971, after two years’ service as Chief of Gynecology Service at Walter Reed Army Medical Center, Dr. Younger was recruited to the University of Alabama School of Medicine at UAB to serve as Division Director of Reproductive Biology and Endocrinology in the Department of Obstetrics and Gynecology; and

WHEREAS, before his retirement in 1996, Dr. Younger served as Professor and Director of Educational Programs, as well as Vice Chairman and Director of Educational Programs of the Department of Obstetrics and Gynecology; and

WHEREAS, in addition to his role as Professor Emeritus of the Department of Obstetrics and Gynecology, Dr. Younger led the American Society for Reproductive Medicine as its Executive Director; and

WHEREAS, Dr. Younger was a member of numerous distinguished professional societies during his career, including the American College of Obstetricians and Gynecologists, American Society for Reproductive Medicine, Society of Gynecologic Surgeons, and The Society of Reproductive Endocrinologists, among others; and

WHEREAS, Burns Roensch attained his bachelor’s and master’s degrees in mechanical engineering from Cornell University, and after a stint working with General Motors, he earned his M.B.A. from Harvard Business School and was recognized as a Baker’s Scholar—awarded to the top 25 students in a graduating class—in the process; and

WHEREAS, after graduating from Harvard, Mr. Roensch came to Birmingham in 1968 to serve as Materials Manager at Hackney Corp., and it was in Alabama that he met Mary Farris, who had recently taken a job at IBM after graduating at the top of her class from the University of Montevallo with a double-major in math and chemistry; and

WHEREAS, on May 20, 1972, the two were married at Canterbury United Methodist Church in Mountain Brook, Alabama; and
WHEREAS, both Mr. and Mrs. Roensch have been extremely successful in their chosen careers: after his successes with Hackney Corp., Mr. Roensch founded AMPRO Molding, LLC, in 1978, and served as the company’s president until its acquisition by International Automotive Components in 2010; meanwhile, Mrs. Roensch transitioned from her 25-year career with IBM to become a prolific real estate developer, with projects including the Pumpkin Hollow Development in Sterrett, the Sterling Gate and Apache Ridge Subdivisions in Alabaster, and the Longmeadow Mobile Home Park in Shelby County; and

WHEREAS, despite their professional success, Mr. and Mrs. Roensch were unable to have a child until they met Dr. Younger, under whose guidance and care Mrs. Roensch was able to bring a daughter, Mary Allison Roensch, into the world on May 5, 1981; and

WHEREAS, a graduate of Princeton University and the School of Medicine at UAB, Dr. Allison Roensch Tyler is carrying on her family’s tradition of success through her ophthalmology practice in the Atlanta area; and

WHEREAS, the Roensch family is committed to furthering the advancement of infertility research and patient care, and they remain grateful to Dr. Younger for his impact in their lives and want to help all hopeful parents have better outcomes; and

WHEREAS, the establishment of this endowed chair is a fitting tribute to Dr. Younger’s lifelong and steadfast commitment to the field of infertility, and the contributions of this endowment to the advancement of infertility research and care may be expected to be of significant and enduring value not only to UAB, but also to the countless patients whose lives are bettered through the work of the holders of this distinguished position;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts and herewith approves establishment of the J. Benjamin Younger, M.D. – Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility, a pure endowment of the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Mr. and Mrs. Roensch to share with members of their family; to Dr. G. Wright Bates, Director of the Division of Reproductive Endocrinology and Infertility; to Dr. William Andrews, Chair of the Department of Obstetrics and Gynecology; to Dr. Selwyn M. Vickers, Senior Vice President and Dean of the School of Medicine; and to other appropriate officials of The University of Alabama at Birmingham.
Granting Approval of the Establishment of the Translational Research
Endowed Professorship in Pathology at UAB

RESOLUTION

WHEREAS, University of Alabama Health Services Foundation (UAHSF)
has given a generous gift of $500,000 to the Department of Pathology in the School
of Medicine at The University of Alabama at Birmingham (UAB) to establish an
endowed professorship in the Department as an intermediate step to the eventual
establishment of an endowed chair; and

WHEREAS, the establishment of the Translational Research Endowed
Professorship in Pathology will greatly enhance the Department’s goal of expanding
and improving the research capability and productivity of the Department, as well as
furthering its position as an internationally recognized research institution; and

WHEREAS, the ongoing contributions of this endowed professorship to the
research and development of the science of pathology will be of fundamental and
lasting value not only to the Department of Pathology, the School of Medicine, and
UAB, but also to the individuals whose lives are improved through said research and
treatment.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The
University of Alabama that it hereby accepts with gratitude this generous gift and
herewith approves establishment of the Translational Research Endowed
Professorship in Pathology, a pure endowment of the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the
permanent minutes of this Board and that copies be given to Dr. Georges J. Netto,
Professor and Chair of the Department of Pathology; to Dr. Selwyn M. Vickers,
Senior Vice President and Dean of the School of Medicine; and to other appropriate
officials of The University of Alabama at Birmingham.

Granting Approval of the Designation of The Evelyn F. McKnight
BrainInstitute from the Department of Neurobiology to the Department
of Neurology at UAB

RESOLUTION

WHEREAS, on November 5, 2004, The Board of Trustees of The University
of Alabama accepted a generous commitment of $5,000,000 from The Evelyn F.
McKnight Brain Research Foundation (MBRF) and approved creation and naming of
The Evelyn F. McKnight Brain Institute in the Department of Neurobiology at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is now the desire of the University’s administration in consultation with the donor that the Institute be designated The Evelyn F. McKnight Brain Institute in the Department of Neurology to remain consistent with the shift in concentration, which reflects an emphasis on research related to the causes of age-related memory disorders and, based on these discoveries, development of appropriate therapeutic interventions to aid patients and families afflicted with this constellation of diseases;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it herewith approves designation of The Evelyn F. McKnight Brain Institute from the Department of Neurobiology to the Department of Neurology at UAB.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. John J. Hablitz, Interim Chair of the Department of Neurobiology; to Dr. David G. Standaert, Chair of the Department of Neurology; to Dr. Selwyn M. Vickers, Senior Vice President and Dean of the School of Medicine; and to other appropriate officials of The University of Alabama at Birmingham.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Proposal for a Special Education-Visual Impairments Concentration within the Master of Education (CIP Code 13.1212) at UAH

RESOLUTION

WHEREAS, the addition of the proposed Special Education-Visual Impairments concentration in the Master of Education at The University of Alabama in Huntsville will be a complementary program to other concentrations, specifically the Autism Spectrum Disorders Concentration; and

WHEREAS, this concentration is aligned with the College goals of addressing needs with in the state for students with unique exceptionalities; and

WHEREAS, there are currently no other special education visual impairments programs within the state of Alabama; and

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WHEREAS, the addition of the Special Education Visual Impairments concentration in the Master of Education will provide another avenue for recruiting and retaining students and continue to provide the state with qualified teachers in this area.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Board does hereby support the addition of the Special Education Visual Impairments concentration in the Master of Education and grants permission to submit this proposal (CIP code 13.1212) at The University of Alabama in Huntsville to the Alabama Commission on Higher Education.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Christine Curtis, Provost and Executive Vice President of Academic Affairs of The University of Alabama in Huntsville, and placed in the M. Louis Salmon Library of The University of Alabama in Huntsville.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Proposal for an Optics and Photonics Concentration within the Bachelor of Science in Electrical Engineering (CIP Code 14.1001) at UAH

RESOLUTION

WHEREAS, the Department of Electrical and Computer Engineering in the College of Engineering at The University of Alabama in Huntsville is working on phasing out the Bachelor of Science in Optical Engineering due to low enrollment and small numbers of graduates; and

WHEREAS, the addition of the proposed Optics and Photonics concentration in the Bachelor of Science in Electrical Engineering at The University of Alabama in Huntsville will be a pathway for students who are currently interested in the Optical Engineering degree; and

WHEREAS, this concentration will assist students who use the optics and photonics courses as electives; and

WHEREAS, the addition of the Optics and Photonics concentration in the Bachelor of Science in Electrical Engineering will provide another avenue for recruiting and retaining students and continue to provide the pathway for students with this interest.
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Board does hereby support the addition of the Optics and Photonics concentration in the Bachelor of Science in Electrical Engineering and grants permission to submit this proposal (CIP code 14.1001) at The University of Alabama in Huntsville to the Alabama Commission on Higher Education.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Christine Curtis, Provost and Executive Vice President of Academic Affairs of The University of Alabama in Huntsville, and placed in the M. Louis Salmon Library of The University of Alabama in Huntsville.

Granting Permission to Discontinue the Bachelor of Science (B.S.) Degree in Optical Engineering (CIP Code 14.9999) and to Submit this Request to the Alabama Commission on Higher Education (ACHE) at UAH

RESOLUTION

WHEREAS, the Bachelor of Science in Optical Engineering was approved and initially accredited in 1996; and

WHEREAS, the number of enrolled students and the number of graduates have decreased over the past few years; and

WHEREAS, due to the burden of carrying several programs within one department; and

WHEREAS, the department has a reduced number of faculty in the area of optical engineering due to transitions within the past few years; and

WHEREAS, the number of graduates is now well below the five year average needed for viability; and

WHEREAS, the desire of the department is to transition to an optical engineering concentration within the Bachelor of Science in Electrical Engineering; and

WHEREAS, this move to a concentration within the existing Bachelor Science degree would provide a pathway for the students currently in the program and for future recruits; and
WHEREAS, the programs would be phased out giving reasonable time to those students currently in the program to complete their degree; and

WHEREAS, no new students would be admitted to the program beginning January 2018.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Board does hereby support the discontinuation of the Bachelor of Science in Optical Engineering (CIP Code 14.9999) at The University of Alabama in Huntsville and supports sending this request to the Alabama Commission on Higher Education.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Christine Curtis, Provost and Executive Vice President of Academic Affairs of The University of Alabama in Huntsville, and placed in the M. Louis Salmon Library of The University of Alabama in Huntsville.

Granting Approval of the Appointment of Krishman Chittur, Ph.D., as Professor Emeritus in the Chemical and Materials Engineering Department in the College of Engineering at UAH

RESOLUTION

WHEREAS, Dr. Krishnan Chittur has given 27 years of meritorious service to the Chemical and Materials Engineering Department in the College of Engineering at The University of Alabama in Huntsville; and

WHEREAS, Dr. Krishnan Chittur’s retirement became effective January 1, 2018; and

WHEREAS, Dr. Krishnan Chittur received a bachelor’s degree in Chemical Engineering in 1979 from The Indian Institute of Technology, Bombay, India and a doctoral degree in Chemical Engineering in 1984 from Rice University, Houston, Texas; and

WHEREAS, Dr. Krishnan Chittur joined the faculty of The University of Alabama in Huntsville in 1991 after holding a research faculty position at Case Western Reserve University and as a Principal Research Engineer at Battelle; and

WHEREAS, Dr. Krishnan Chittur has served as Professor in the Department of Chemical and Materials Engineering in the College of Engineering and Director of
the Biotechnology Science and Engineering Program at The University of Alabama in Huntsville; and

WHEREAS, Dr. Krishnan Chittur received a University of Alabama Huntsville Research and Creative Achievement award in 1999 and;

WHEREAS, Dr. Krishnan Chittur throughout his years of service at The University of Alabama in Huntsville has contributed to the life of the institution through membership on many major college and university committees; and

WHEREAS, over the period of his service, Dr. Krishnan Chittur has helped to maintain the standards of academic excellence in the Department of Chemical and Materials Engineering, the College of Engineering, The University of Alabama in Huntsville, and the community;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it expresses deep gratitude to Dr. Krishnan Chittur and that he be named Professor Emeritus in recognition of his leadership as a faculty member in the Chemical and Materials Engineering Department, his effectiveness in the classroom, his expertise in research activities, his loyalty to The University of Alabama in Huntsville, and his service to The University of Alabama in Huntsville and the community.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Dr. Krishnan Chittur and placed in the M. Louis Salmon Library of The University of Alabama in Huntsville.

Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item the Attached Applications for Extension of an Existing Program (Concentrations) at UA

RESOLUTION

WHEREAS, interest in these focused areas of study have increased in recent years; and

WHEREAS, the Departments currently offer courses in the proposed concentrations; and

WHEREAS, a formal designation for the area of study on the transcript denotes a student’s interests as well as knowledge of a particular content; and
WHEREAS, there are no additional faculty or resources needed to implement the Concentrations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of and permission to submit to the Alabama Commission on Higher Education (ACHE) as an information item the attached applications for Extension of an Existing Program Applications (Concentrations) from The University of Alabama.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item a Proposal for Changing the Degree Program Title and the CIP Code of the Existing Law (LL.M.) Degree (CIP Code 22.0299) to U.S. Law for International Lawyers (LL.M.) Degree (CIP Code 22.0202) in the School of Law at UA

RESOLUTION

WHEREAS, the School of Law currently offers an LL.M. program that provides lawyers educated in other countries instruction in U.S. law and jurisprudence; and

WHEREAS, the current CIP Code 22.0299 is a general CIP Code and CIP Code 22.0202 specifically designates a program designed for foreign lawyers; and

WHEREAS, the program title of U.S. Law for International Lawyers is more appropriate than a general title of “Law”; and

WHEREAS, there are no changes in the requirements or the character of the program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of changing the degree program title and CIP Code of the existing Law (LL.M.) degree (CIP Code 22.0299) to U.S. Law for International Lawyers (LL.M.) degree (CIP Code 22.0202) in The University of Alabama School of Law and of notifying the Alabama Commission on Higher Education (ACHE) of the change as an information item.
Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Taxation in the Existing Law (Taxation/Business Transactions) LL.M. Degree (CIP Code 22.0211) at UA

RESOLUTION

WHEREAS, the School of Law currently offers an LL.M. in Taxation program online; and

WHEREAS, the LL.M. program offers core courses in income tax and capital transactions; and

WHEREAS, the concentration will allow students to specialize in advanced taxation courses; and

WHEREAS, this concentration utilizes existing courses, faculty, and other resources;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of and permission to submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Taxation in the existing Law (Taxation/Business Transactions) LL.M. degree (CIP Code 22.0211) in The University of Alabama School of Law.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Business Transactions in the Existing Law (Taxation/Business Transactions) LL.M. Degree (CIP Code 22.0211) in the School of Law at UA

RESOLUTION

WHEREAS, the School of Law currently offers an LL.M. in Taxation program online; and

WHEREAS, the LL.M. program offers core courses in income tax and capital transactions; and

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WHEREAS, the concentration will allow students to specialize in courses in Business Transactions; and

WHEREAS, this concentration utilizes existing courses, faculty, and other resources;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of and permission to submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Business Transactions in the existing Law (Taxation/Business Transactions) LL.M. degree (CIP Code 22.0211) in The University of Alabama School of Law

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item a Proposal for Changing the Degree Program Title of the Existing Law (Tax) (LL.M.) Degree (CIP Code 22.0211) to Law (Taxation/Business Transactions) (LL.M.) Degree (CIP Code 22.0211) in the School of Law at UA

RESOLUTION

WHEREAS, the School of Law currently offers an online LL.M. in Law (Tax) program, which includes courses in income tax and capital transactions; and

WHEREAS, the School of Law will offer two concentrations within this degree program in taxation and business transactions; and

WHEREAS, there are no changes in the requirements or the character of the program; and

WHEREAS, the program title of Law (Taxation/Business Transactions) would clarify the two alternatives within the LL.M. degree program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of changing the degree program title of the existing Law (Tax) (LL.M.) degree (CIP Code 22.0211) to Law (Taxation/Business Transactions) (LL.M.) degree (CIP Code 22.0211) in the School of Law at The University of Alabama and of notifying the Alabama Commission on Higher Education (ACHE) of the change as an information item.
Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item the Deletions of the Following Programs from the ACHE Academic Program Inventory for The University of Alabama: Doctor of Education (Ed.D.) Degree in Educational Psychology (CIP Code 42.2806), Doctor of Education (Ed.D.) Degree in School Psychology (CIP Code 42.2805), and Master of Science in Engineering Science and Mechanics (M.S.E.S.M.) Degree (CIP Code 14.1101) at UA

RESOLUTION

WHEREAS, interest in these degree programs waned in recent years; and

WHEREAS, there have been no enrollments in these programs in the last five years; and

WHEREAS, no degrees have been awarded in these programs in the last three years; and

WHEREAS, the degree programs are no longer accepting new students in these programs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of deleting the Doctor of Education (Ed.D.) degree in Educational Psychology (CIP Code 42.2806), Doctor of Education (Ed.D.) degree in School Psychology (CIP Code 42.2805), and Master of Science in Engineering Science and Mechanics (M.S.E.S.M.) degree (CIP Code 14.1101) from the ACHE Academic Program Inventory for The University of Alabama and notifying the Alabama Commission on Higher Education of the deletions as an information item.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item Changing the Program Title of Existing Doctor of Philosophy (Ph.D.) Degree in Educational Administration (CIP Code 13.0401) to a Doctor of Philosophy (Ph.D.) Degree in Educational Leadership (CIP Code 13.0401) Offered by the College of Education at UA

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RESOLUTION

WHEREAS, the program title of Educational Leadership more accurately reflects the diverse educational needs of administrators in Alabama’s schools today; and

WHEREAS, a change in program title does not change the requirements or the character of the existing joint doctoral degree program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of changing the program title of the existing Doctor of Philosophy (Ph.D.) Degree in Educational Administration (CIP Code 13.0401) to a Doctor of Philosophy (Ph.D.) degree in Educational Leadership (CIP Code 13.0401) offered by The University of Alabama College of Education and of notifying the Alabama Commission on Higher Education (ACHE) of the change as an information item.

Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Information Item Changing the Program Title of Existing Doctor of Education (Ed.D.) Degree in Educational Administration (CIP Code 13.0401) to a Doctor of Education (Ed.D.) Degree in Educational Leadership (CIP Code 13.0401) in the Joint Degree Program Offered by The University of Alabama College of Education and The University of Alabama at Birmingham School of Education at UA/UAB

RESOLUTION

WHEREAS, The University of Alabama College of Education and the University of Alabama School of Education have offered a joint Doctor of Education degree since 1981; and

WHEREAS, the program title of Educational Leadership more accurately reflects the diverse educational needs of administrators in Alabama’s schools today; and

WHEREAS, a change in program title does not change the requirements or the character of the existing joint doctoral degree program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it grants approval of changing the program title of the existing Doctor of Education (Ed.D.) Degree in Educational Administration (CIP
Code 13.0401) to a Doctor of Education (Ed.D.) degree in Educational Leadership (CIP Code 13.0401) in the Joint Degree Program offered by The University of Alabama College of Education and the University of Alabama at Birmingham School of Education and of notifying the Alabama Commission on Higher Education (ACHE) of the change as an information item.

Appointing Appointment of Robert Riter, Ph.D., to the Marie Drolet Bristol - EBSCO Endowed Professorship in the School of Library and Information Studies at UA

RESOLUTION

WHEREAS, in 1994, The Board of Trustees of The University of Alabama, with gifts from EBSCO Industries, Inc., and from Col. Thomas Bristol, approved establishment of the Marie Drolet Bristol - EBSCO Endowed Professorship in the School of Library and Information Studies at The University of Alabama (UA); and

WHEREAS, the School of Library and Information Studies in the College of Communication and Information Sciences has recommended the appointment of Robert Riter, Ph.D., to the Marie Drolet Bristol - EBSCO Endowed Professorship in the School of Library and Information Studies; and

WHEREAS, Dr. Riter was granted a doctoral degree in Information Studies from Pittsburgh University in 2011, a Masters of Library and Information Science from University of Pittsburgh in 2009, and received a Bachelor of Arts degree in English from University of Cincinnati in 2004; and

WHEREAS, Dr. Riter has made significant and lasting contributions to archival education in the School of Library and Information Studies; and

WHEREAS, Dr. Riter has held an appointment as Assistant Professor of Library and Information Studies at The University of Alabama since 2003 and was granted tenure in 2017; and

WHEREAS, Dr. Riter, in his leadership at The University of Alabama, guided the establishment of the highly successful graduate certificate in archival studies; and

WHEREAS, Dr. Riter has performed meritorious service to the School of Library and Information Studies above and beyond expectations;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Robert Riter, Ph.D., to The
Marie Drolet Bristol - EBSCO Endowed Professorship in the School of Library and Information Studies at The University of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the Board, and that copies be sent to Robert Riter and to appropriate officials of The University of Alabama.

Resolution Approving Appointment of Dr. Russell A. Matthews to the John R. Miller Endowed Managerial Professorship at UA

RESOLUTION

WHEREAS, the Culverhouse College of Commerce recommends appointment of Dr. Russell A. Matthews to the John R. Miller Endowed Managerial Professorship; and

WHEREAS, this appointment will be from January 1, 2018 through August 15, 2022; and

WHEREAS, Dr. Matthews is widely recognized as one of the nation’s top researchers in work-family research, having been recognized as the recipient of the 2015 Occupational Health Psychology Early Career Award from the American Psychological Association, National Institute for Occupational Safety and Health, and Society for Occupational Health Psychology and the recipient of the 2011 Distinguished Contributions to Occupational Health Psychology Award; and

WHEREAS, Dr. Matthews has edited a research volume about the transition from motherhood’s impact on work and has published 50 peer-reviewed articles, including articles in the top journals in management, including the Journal of Applied Psychology, Journal of Organizational Behavior, and Journal of Occupational Health Psychology; and

WHEREAS, Dr. Matthews’ work has been funded by the US Army Medical Research and Material Command, Army Research Institute for the Behavioral and Social Sciences, National Institute for Occupational Safety and Health, Ohio Occupational Safety and Health Research Program, Department of Homeland Security, and Department of Interior; and

WHEREAS, Dr. Matthews has demonstrated leadership in the field of management, having served as associate editor for the journal Stress and Health and serves on the editorial boards of Occupational Health Science, Journal of Vocational
WHEREAS, Dr. Matthews serves as a member of the National Occupational Research Agenda Health Work Design and Well-Being Cross-Sector Council;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the appointment of Dr. Russell A. Matthews to the John R. Miller Endowed Managerial Professorship from January 1, 2018 to August 15, 2022 at The University of Alabama.

Approving Appointment of Dr. Clay M. Voorhees to the Morris L. Mayer Endowed Chair for Teaching Excellence in Marketing at UA

RESOLUTION

WHEREAS, the Culverhouse College of Commerce and Business Administration recommends appointment of Dr. Clay M. Voorhees to the Morris L. Mayer Endowed Chair for Teaching Excellence in Marketing; and

WHEREAS, this appointment will be from August 16, 2018 to August 15, 2023; and

WHEREAS, Dr. Voorhees is widely recognized as one of the nation’s top researchers and teachers in marketing, having been recognized as the recipient of the 2016 American Marketing Association Best Services Marketing Article Award, 2015 American Marketing Association SERVSIG Emerging Service Scholar Award, and three-time winner of the Industry Relevance Award given by the Cornell Center for Hospitality Research; and

WHEREAS, Dr. Voorhees has an extensive research record, having published 30 peer-reviewed articles, including articles in the top journals in management, including the Journal of Marketing, Journal of Retailing, Journal of the Academy of Marketing Science, and Journal of Marketing Research; and

WHEREAS, Dr. Voorhees’ work has been funded by the National Science Foundation, Marketing Science Institute, and Air Force Research Laboratories; and

WHEREAS, Dr. Voorhees is an extraordinary teacher, known for his active learning projects with such industry leaders as Google, Chrysler, Whirlpool, Deloitte, and Kellogg’s; and
WHEREAS, Dr. Voorhees has demonstrated leadership in the field of marketing, having served extensively for the American Marketing Association Special Interest Groups, as a member of the Global Academic Panel for Google’s Online Marketing Challenge, as an editorial board member of the *Journal of Service Research*, and as a reviewer for the National Science Foundation and the top journals in the field of marketing;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the appointment of Clay M. Voorhees to the Morris L. Mayer Endowed Chair for Teaching Excellence in Marketing from August 16, 2018 to August 15, 2023 at The University of Alabama.

Approving Appointment of Dr. John Mittenthal as University Chair in Manufacturing Management at UA

RESOLUTION

WHEREAS, the Culverhouse College of Commerce and Business Administration recommends appointment of Dr. John Mittenthal as University Chair in Manufacturing Management; and

WHEREAS, this appointment will be from January 1, 2018 through August 15, 2022; and

WHEREAS, Dr. Mittenthal has an extensive research record in manufacturing, having published 26 peer-reviewed journal articles, including recent publications in some of the top journals in the field, including *Manufacturing & Service Operations Management, European Journal of Operational Research, Naval Research Logistics,* and *International Journal of Production Research*; and

WHEREAS, Dr. Mittenthal is an excellent teacher, having been awarded the James Nabors Teaching Excellence Award; and

WHEREAS, Dr. Mittenthal has demonstrated leadership in the field of manufacturing and operations management, having served as area editor of the journal *Computers and Operations Research*; and,

WHEREAS, Dr. Mittenthal has an extensive record of service to the University of Alabama, serving as the Department Head for the Department of Information Systems, Statistics, and Management Science, a member of the Culverhouse College of Commerce and Business Administration Dean search
committee, coordinator of the MS program in Operations Management, and as a member of many other college and department committees;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the appointment of Dr. John Mittenthal as University Chair in Manufacturing Management from January 1, 2018 to August 15, 2022 at The University of Alabama.

Approving the Revision of The EBSCO Endowed Chair of Library and Information Studies at UA

RESOLUTION

WHEREAS, The EBSCO Endowed Chair of Library Service was established by action of The Board of Trustees of The University of Alabama on April 2, 1987, through a duly adopted resolution utilizing gifts contributed by the late Mr. Elton B. Stephens, formerly of Birmingham, Alabama; and

WHEREAS, the Administration of The University of Alabama requests that The Board of Trustees of The University of Alabama revise the resolution to change the name of the fund to The EBSCO Endowed Chair of Library and Information Studies to reflect the current name of the School of Library and Information Studies; and

WHEREAS, in addition, the Office of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style;

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the revised resolution shall read as follows:

WHEREAS, the late Mr. Elton B. Stephens, formerly of Birmingham, Alabama, contributed gifts during his lifetime to The Board of Trustees of The University of Alabama to promote faculty excellence in the College of Communication and Information Sciences; and

WHEREAS, these gifts have been placed in The EBSCO Endowed Chair of Library and Information Studies fund and shall be maintained for the purposes and upon the conditions set out below:
1. The EBSCO Endowed Chair of Library and Information Studies shall be used to attract and/or retain a nationally recognized scholar and/or expert in the field of libraries and information studies who will make a difference in the quality of teaching and research in the College of Communication and Information Sciences. Earnings shall be used at the discretion of the Dean of the College of Communication and Information Sciences with the approval of the President of the University for broad support of the teaching, service, and research efforts of the holder of the professorship, including, but not limited to, salary support, graduate research assistantships, research equipment, and support for research efforts.

2. Criteria and procedures for recruiting and selecting the chair holder shall follow those set out in the most current edition of The University of Alabama Faculty Handbook regarding appointments to endowed chairs and professorships and shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Communication and Information Sciences and the President of the University and coordinated with the Provost.

3. It was the donor’s intent that as many chairs as possible be awarded as earnings permit.

4. Persons or entities desiring to contribute to The EBSCO Endowed Chair Library and Information Studies shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Elton B. Stephens earned a bachelor of laws degree from The University of Alabama in 1936 and received an honorary Doctorate of Humane Letters from the University in 1990; and

WHEREAS, Mr. Stephens founded Military Service Co. in 1944, which later became EBSCO Industries, a diversified company in information services, publishing and digital media, outdoor products, real estate, manufacturing, and general services; and

WHEREAS, through this endowment, the donor wished to support academic excellence within the College of Communication and Information Sciences at The University of Alabama in perpetuity;
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The
University of Alabama that it hereby adopts the conditions described herein for future
governance of The EBSCO Endowed Chair of Library and Information Services, a
restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past and future
contributions to this fund shall constitute an endowed corpus, which will be held,
invested, maintained, and administered by the University in perpetuity according to
its policies and procedures adopted from time to time for endowed funds, and that the
endowment earnings shall be used for needs that most closely relate to the donor’s
intent as stated herein, under the policies and procedures of the University adopted
from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the
permanent minutes of this Board.

Approving the Establishment of The S. Paul Garner - David H. Hitt
Endowed Chair of Accountancy at UA

RESOLUTION

WHEREAS, David Hamilton Hitt Sr., deceased, formerly of Dallas, Texas,
bequeathed a gift of $1,100,000 to The Board of Trustees of The University of
Alabama to honor the memory of Dr. Samuel Paul Garner, former Dean of the
Culverhouse College of Commerce and Business Administration, and to promote
faculty excellence in the College at The University of Alabama; and

WHEREAS, the University has received a distribution of $1,100,000 from the
Estate of David H. Hitt Sr.; and

WHEREAS, the bequest of $1,100,000 and any further or additional
distributions that may from time to time be made to the University from the estate of
Mr. Hitt shall be maintained by The University of Alabama as a permanent fund to be
named The S. Paul Garner-David H. Hitt Endowed Chair of Accountancy. The
following conditions established in a May 26, 2004, memorandum of agreement
between David H. Hitt Sr. and the University shall apply to the fund:

1. The S. Paul Garner-David H. Hitt Endowed Chair of Accountancy
shall be used to attract and/or retain a nationally recognized scholar
and/or expert in the accounting field who will make a difference in
the quality of teaching and research in the Culverhouse College of
Commerce and Business Administration. Earnings shall be used to
provide a nationally competitive salary for the holder and to support the holder's scholarship and teaching efforts. Should endowment earnings exceed the amount necessary to provide a competitive salary, the excess earnings may be used to support other activities of the Culverhouse School of Accountancy consistent with the goals of maintaining a nationally recognized program and promoting the ideals of Professor Garner. Other uses may include, but not be limited to, providing stipend, travel, data collection, technology, publication, clerical, and similar support of the scholarship, teaching, and outreach activities of other faculty members and graduate students.

2. The chair holder shall be selected by a committee appointed by the Dean of the Culverhouse College of Commerce and Business Administration. Decisions shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University and coordinated with the Provost.

3. Dr. Garner was internationally recognized for his interest in and contributions to global interaction concerning the advancement of accounting scholarship and education. He promoted the ideals of international cooperation and the improvement of accounting practice and scholarship worldwide. It was the donor's intent that the holder of the Paul Garner-David Hitt Chair would promote Dr. Garner's ideals through professional interaction, scholarship, and teaching. Toward this end, the chair may be used to attract visiting scholars from other universities, especially those from other countries, to The University of Alabama by providing travel and living expenses in addition to salary compensation for extended periods during which these faculty would reside in Tuscaloosa and participate in the scholarship and teaching activities of the Culverhouse School of Accountancy.

4. Persons or entities desiring to contribute to The S. Paul Garner-David H. Hitt Endowed Chair of Accountancy in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Dr. Samuel Paul Garner joined The University of Alabama faculty in 1939, teaching in what is now the Culverhouse School of Accountancy; and
WHEREAS, he spent his entire post-doctoral career at the University, becoming Department Chair in the School of Accountancy and then serving as Dean of the Culverhouse College of Commerce and Business Administration from 1954 to 1971; and

WHEREAS, Dr. Garner remains the only person to serve as President of both the American Accounting Association and the American Assembly of Collegiate Schools of Business; and

WHEREAS, decades after his retirement and subsequent passing, generations of students still benefit from his work as a scholar, an historian, an institutional developer, and a visionary; and

WHEREAS, David Hamilton Hitt Sr. was born in Tuscaloosa, Alabama, on May 14, 1925, to parents Lester Coleman Hitt and Mary Elizabeth Hitt; and

WHEREAS, he served in the United States Marine Corps during World War II, fighting in the Pacific Theater; and

WHEREAS, Mr. Hitt earned his bachelor of science degree in business administration from The University of Alabama in 1949 and then his master’s in 1950; and

WHEREAS, he then attended the University of Minnesota, where he completed a research fellowship and earned a master’s degree in hospital administration; and

WHEREAS, he moved to Dallas, Texas, with his first wife, Frances Ford Hitt, in 1952 to join Baylor Medical Center’s management staff, beginning a nearly 50-year career in hospital administration; and

WHEREAS, Mr. Hitt remained at Baylor Medical Center for 27 years as Chief Operating Officer and then served for five years as Chief Executive Officer before resigning in 1979 to head the Dallas regional office and practice for Hamilton Associates, a national hospital consulting firm; and

WHEREAS, he became President and CEO of Methodist Hospitals of Dallas in 1984 and remained there until his retirement in 1996; and

WHEREAS, throughout his life, he remained involved in his professional community and in service to others; and
WHEREAS, Mr. Hitt served as a member of the Board of Directors of Baptist Medical Center in Jacksonville, Florida, for 18 years; held visiting professorship appointments in healthcare management graduate programs at four different universities; was Director for Swiss Avenue Bank throughout its history; was Chairman of North Texas Healthcare Network for seven years; and received a Silver Beaver Award for his service to the Boy Scouts of America; and

WHEREAS, he was preceded in death by his parents, Lester and Mary; his first wife, Frances; his second wife, Lola McKinney Hitt; and his grandson, Daniel R. Hitt; and

WHEREAS, he is survived by his wife, Mary Arthur Hitt, and his stepdaughter, Priscilla Lane; his son David H. Hitt Jr., daughter-in-law Donna V. Hitt, grandson David H. Hitt III, granddaughter-in-law Courtney Hitt, and great-grandson David H. Hitt IV; his daughter, Kathryn A. Arrambide, son-in-law Paul G. Arrambide, and grandchildren Katie J. Arrambide, Kristina F. Arrambide, and Paul D. Arrambide; and

WHEREAS, Mr. Hitt passed away on November 24, 2015, and is dearly missed by all who knew him; and

WHEREAS, through this endowment, David H. Hitt Sr. wished to honor the memory of Dr. Samuel Paul Garner and to support faculty at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the bequest of David H. Hitt Sr. and establishes The S. Paul Garner-David H. Hitt Endowed Chair of Accountancy as a permanent endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor’s intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this board and that a copy be sent to David H. Hitt Jr., son of the deceased, to share with family and friends.
Approving the Appointment of Russell T. McCutcheon, Ph.D., as a University Research Professor at UA

RESOLUTION

WHEREAS, The University of Alabama Board of Trustees may appoint University Research Professors recognizing international accomplishments and noteworthy academic service to UA; and

WHEREAS, Dr. Russell T. McCutcheon, chair and professor of religious studies at The University of Alabama, exemplifies this honorary distinction, having received international recognition for his contributions to the field of religious studies; and

WHEREAS, Dr. McCutcheon has been the chair of UA’s department of religious studies for nearly 13 years, serving two separate terms since 2001; and

WHEREAS, Dr. McCutcheon is an internationally recognized scholar considered among the top in his field by his peers, who describe his work as “field-defining,” “first-order scholarship,” and outstanding in both quality and quantity; and

WHEREAS, Dr. McCutcheon has authored seven books, edited or co-edited nine others, and published countless articles, many in the leading journals in his field; and

WHEREAS, Dr. McCutcheon’s impact is felt equally through his mentorship of students and colleagues both at UA and elsewhere, who attest to his unmatched care and generosity in furthering the careers of others; and

WHEREAS, Dr. McCutcheon’s character, integrity, and high standard of excellence are exemplary and bring great credit and honor to the University;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that it appoints Dr. Russell T. McCutcheon a University Research Professor at The University of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and copies be sent to appropriate personnel of The University of Alabama.
Granting Approval to Combine The Helen M. Goetz Endowed Support Fund in Consumer Sciences and The Helen Goetz Endowed Quest for Excellence Fund to Create The Helen M. Goetz Endowed Professorship at UA

RESOLUTION

WHEREAS, The Helen M. Goetz Endowed Support Fund in Consumer Sciences, a quasi-endowed fund, was established by action of The Board of Trustees of The University of Alabama on September 18, 2009, through a duly adopted resolution utilizing gifts contributed by the estate of Professor Emeritus Helen M. Goetz; and

WHEREAS, The Helen M. Goetz Endowed Support Fund in Consumer Sciences has a current balance including the original gift and earnings of $378,177.57; and

WHEREAS, The Helen Goetz Endowed Quest for Excellence Fund, a permanent endowed fund, was established by action of The Board of Trustees of The University of Alabama on February 5, 2010, through a duly adopted resolution utilizing gifts contributed by the estate of Lieutenant Colonel Marwood H. Goetz and Professor Emeritus Helen M. Goetz; and

WHEREAS, The Helen Goetz Endowed Quest for Excellence Fund has a current balance including the original gift and earnings of $225,843.44; and

WHEREAS, the combined value of the two funds is sufficient to create an endowed professorship under current Board of Trustees rules; and

WHEREAS, consistent with the donors' intent and purpose of the original gifts, Milla D. Boschung, Dean of the College of Human Environmental Sciences, requests that The Board of Trustees of The University of Alabama establish The Helen M. Goetz Endowed Professorship from the combined value of the two funds; and

WHEREAS, the combination of the value of the two funds for the purpose of supporting an endowed professorship is consistent with the terms of the gift instruments creating each fund; and

WHEREAS, The Helen M. Goetz Endowed Professorship fund shall be maintained for the purposes and upon the conditions set out below:
1. The Helen M. Goetz Endowed Professorship shall be used to attract and/or retain a nationally recognized scholar and/or expert in the Department of Consumer Sciences who will make a difference in the quality of teaching and research in the College of Human Environmental Sciences. Priority consideration shall be given to support or assist new and promising faculty members. Earnings shall be used at the discretion of the Dean of the College with the approval of the President of the University for broad support of the teaching, service, and research efforts of the holder of the professorship, including, but not limited to, salary support, graduate research assistantships, research equipment, travel for attendance at scholarly conferences or meetings, and support for research efforts.

2. Criteria and procedures for recruiting and selecting the professorship shall follow those set out in the most current edition of The University of Alabama Faculty Handbook regarding appointments to endowed chairs and professorships and shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Human Environmental Sciences and the President of the University and coordinated with the Provost.

3. Persons or entities desiring to contribute to The Helen M. Goetz Endowed Professorship shall be free to do so provided they accept the conditions governing this fund.

NOW, THEREFORE, BE IT RESOLVED THAT, by The Board of Trustees of The University of Alabama that it hereby establish The Helen M. Goetz Endowed Professorship in the College of Human Environmental Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gifts and any future contributions to this fund shall constitute an endowed and quasi-endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed and quasi-endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors' intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.
Trustee Humphrey reported that the Committee reviewed one information item.

Information Item

Creation of a Undergraduate Certificate in Interprofessional Nonprofit Leadership (CIP Code 52.0206) at UAB

Pro tem Gray thanked Trustee Humphrey for her report and recognized Trustee Marietta M. Urquhart for a report from the Investment Committee.

Trustee Urquhart reported that the Committee met yesterday and reviewed six agenda items which were unanimously approved separately and collectively by the Committee. These items do not require Board approval.

Pro tem Gray thanked Trustee Urquhart for her report and recognized Trustee W. Davis Malone III for a report from the Finance Committee.

Trustee Malone reported that the Committee met this morning and reviewed three agenda items which were unanimously approved by the Committee.

On the motion of Trustee Malone, seconded by Trustee Urquhart, the Board unanimously adopted the following resolutions, separately and collectively:
RESOLUTION OF
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
AUTHORIZING THE ISSUANCE OF
UNIVERSITY OF ALABAMA IN HUNTSVILLE GENERAL FEE
REVENUE BONDS, SERIES 2018-A1
AND
UNIVERSITY OF ALABAMA IN HUNTSVILLE GENERAL FEE
REVENUE BONDS, SERIES 2018-A2

WHEREAS, The Board of Trustees of The University of Alabama (the "Board") has found and determined as follows:

A. The Board's operating division, The University of Alabama in Huntsville ("UAH"), owns and operates educational facilities at its campus in Huntsville, Alabama, and in furtherance of its educational mission the Board has determined it is necessary, wise and in the public interest to design, acquire, construct, install, furnish and equip student housing and related capital improvements on the campus of UAH (collectively, the "2018 Capital Improvements").

B. It is necessary, desirable and in the interest of the Board and UAH that the Board issue as "Additional Bonds" under the Indenture (hereinafter defined) two series of fixed-rate, tax-exempt bonds hereinafter collectively described as the "Series 2018-A Bonds" in order to pay the costs of the 2018 Capital Improvements and the costs of issuing the Series 2018-A Bonds.

C. The Board desires for the financing of the 2018 Capital Improvements as aforesaid to be undertaken at such time as certain designated officials hereinafter described have determined it to be in the best interest of the Board and UAH, and has determined it necessary, wise and in the best interest of the Board and UAH to authorize and approve the sale and delivery of the Series 2018-A Bonds at a future time upon satisfaction of certain conditions, requirements and pricing parameters hereinafter set forth.

D. The Series 2018-A Bonds will be issued as "Additional Bonds", or parity obligations, under the terms of the Trust Indenture dated November 1, 1989, as amended and supplemented (the "Indenture"), between the Board and U.S. Bank National Association. The following bonds have been issued pursuant to the Indenture and are currently outstanding (collectively, the "Outstanding Parity Bonds"):
(1) University of Alabama in Huntsville General Fee Revenue Bonds, Series 2009-A, outstanding as of February 1, 2018, in the aggregate principal amount of $5,570,000;

(2) University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-A, outstanding as of February 1, 2018, in the aggregate principal amount of $8,695,000;

(3) University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-B, outstanding as of February 1, 2018, in the aggregate principal amount of $9,915,000;

(4) University of Alabama in Huntsville General Fee Revenue Bond, Series 2013-A1, outstanding as of February 1, 2018, in the aggregate principal amount of $4,665,000; and

(5) University of Alabama in Huntsville General Fee Revenue Bonds, Series 2013-A2, outstanding as of February 1, 2018, in the aggregate principal amount of $24,455,000;

(6) University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2014-A, outstanding as of February 1, 2018, in the aggregate principal amount of $9,195,000; and

(7) University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2015-A, outstanding as of February 1, 2018, in the aggregate principal amount of $4,219,000.

E. The Series 2018-A Bonds shall be payable solely out of, and shall be secured by a pledge of, the "General Fees" identified in the Indenture, which includes the general tuition and fees from students enrolled at UAH.

F. The Series 2018-A Bonds shall be issued as “Additional Bonds” under the terms of the Indenture and shall be secured on parity with all other bonds issued under the Indenture including the Outstanding Parity Bonds and any other Additional Bonds issued in the future under the terms and conditions of the Indenture.

G. In connection with the issuance of the Series 2018-A Bonds, the Board shall enter into or deliver, and the Board does herein authorize, the following documents (collectively, the "Financing Documents"): (i) the Series 2018-A Bonds, the forms of which are contained in the Supplemental Indenture hereinafter defined, (ii) a
Thirteenth Supplemental Indenture dated the date of the 2018-A Bonds supplemental to the Indenture, the form of which is attached as Exhibit C hereto (the "Supplemental Indenture"); (iii) a Continuing Disclosure Agreement pursuant to Rule 15c2-12 adopted by the Securities Exchange Commission and dated the date of the Series 2018-A Bonds, the form of which is attached as Exhibit D hereto (the "Continuing Disclosure Agreement"); (iv) a Preliminary Official Statement of the Board respecting the Series 2018-A Bonds, the form of which is attached as Exhibit E hereto (the "Preliminary Official Statement"), (v) a final Official Statement dated the date of the sale of the Series 2018-A Bonds, in the form of the Preliminary Official Statement with such changes as shall be made to reflect the result of the sale of the Series 2018-A Bonds (the "Official Statement"); (vi) a Notice of Sale as set for in Appendix E to the Preliminary Official Statement (the "2018-A1 Notice of Sale") respecting the Series 2018-A1 Bonds described in the Supplemental Indenture (the "Series 2018-A1 Bonds"), (vii) a Notice of Sale as set for in Appendix F to the Preliminary Official Statement (the "2018-A2 Notice of Sale") respecting the Series 2018-A2 Bonds described in the Supplemental Indenture (the "Series 2018-A2 Bonds"), (viii) a Direct Pay Agreement to be entered into in the event either or both series of the Series 2018-A Bonds are delivered in Loan Form (as described in the Preliminary Official Statement), the form of which is attached as Exhibit F hereto (the "Direct Pay Agreement"), and (ix) such additional documents, agreements, certificates or instruments as any Designated Board Member or Authorized Officer (designated below) shall deem necessary or desirable in connection with the foregoing or to complete the plan of financing authorized by this resolution the "Plan of Finance"; and

WHEREAS, the following recitals are made for purposes of Section 7.02 of the Indenture to evidence satisfaction of the terms and conditions of the Indenture for the issuance of the Series 2018-A Bonds as "Additional Bonds." The Board does hereby find and declare that:

(1) The Board is not in default under the Indenture, and no such default is imminent.


All other information referred to in Section 7.02 of the Indenture is contained elsewhere in this resolution.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama, as follows:
1. The Board does hereby approve, authorize, ratify and confirm (i) the Series 2018-A Bonds, the Supplemental Indenture, the Continuing Disclosure Agreement and the Direct Pay Agreement, with such changes thereto as shall be approved by any Designated Board Member, (ii) the execution and delivery of the Financing Documents, and (iii) the consummation of all other transactions described in the recitals to this resolution and the Plan of Finance, provided, however, that:

   a. The Series 2018-A Bonds shall bear interest at fixed rates, payable semiannually on each March 1 and September 1.

   b. The aggregate principal amount of the Series 2018-A Bonds may not exceed the sum of $38,000,000.

   c. The proceeds from the Series 2018-A Bonds shall consist of estimated amounts for the following components of the Plan of Financing:

   2018 Capital Improvements $37,000,000
   Costs of issuance (including legal, underwriting discount, financial advisory, rating agency fees, printing, and other costs respecting the plan of financing approved by a Designated Board Member or Authorized officer): $620,000
   Contingency (includes potential original issue discount of up to 1% of principal issued and general contingency) $380,000

   Total $38,000,000

   d. The total amount for each cost component specified in paragraph c. immediately above may vary so long as proceeds allocable to the 2018 Capital Improvements is not exceeded by more than 10%.

   e. The interest rate for any maturity of the Series 2018-A Bonds may not exceed 5.5%.

   f. The true interest cost of the Series 2018-A Bonds (taking into account any original issue discount or original issue premium) may not exceed 4.25%.

   g. The Series 2018-A Bonds shall have a final maturity not later than September 1, 2048, and shall have a weighted average maturity of no longer than 21.5 years.
2. The Board does hereby ratify and affirm the distribution and circulation of the Preliminary Official Statement and the execution and delivery of a final official statement dated the date of the sale of the Series 2018-A Bonds and in the form of the Preliminary Official Statement, with such changes thereto as shall be necessary to reflect the result of the sale of the Series 2018-A Bonds as herein authorized and such other changes as shall be deemed necessary or desirable by the Designated Board Member or Authorized Officer approving the same.

3. Each of the following members of the Board is hereby designated as a "Designated Board Member" for purposes of this resolution:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ronald W. Gray</td>
<td>President Pro Tempore of the Board</td>
</tr>
<tr>
<td>W. Davis Malone III</td>
<td>Chairman of the Finance Committee of the Board</td>
</tr>
<tr>
<td>Harris V. Morrissette</td>
<td>Vice Chairman of the Finance Committee of the Board</td>
</tr>
</tbody>
</table>

4. Any Designated Board Member is hereby authorized to approve the remaining details of the Plan of Finance. When the details of the Plan of Finance and the Financing Documents have been approved by a Designated Board Member, he or she shall execute an order or certificate evidencing such approval and shall file a copy of his order or certificate with the Secretary of the Board.

5. Each of the following officers of the Board is hereby designated as an "Authorized Officer" of the Board for purposes of this resolution:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana S. Keith</td>
<td>Vice Chancellor for Finance and Administration of The University of Alabama System</td>
</tr>
<tr>
<td>Dr. Robert A. Altenkirch</td>
<td>President of UAH</td>
</tr>
<tr>
<td>Todd Barre</td>
<td>Vice President for Finance and Administration of UAH</td>
</tr>
</tbody>
</table>

6. Any Authorized Officer is hereby authorized and directed to execute and deliver the Series 2018-A Bonds and the Financing Documents in such form and containing such terms as such Authorized Officer shall approve (subject to the limitations described in this resolution and the approving order or certificate of a Designated Board Representative), which approval shall be conclusively evidenced by an Authorized Officer's execution of such Financing Documents. The Secretary or any Assistant Secretary of the Board is hereby authorized and directed to affix the official seal of the Board to such instruments and to attest the same.

be in the forms and shall contain the terms and provisions approved by a Designated Board Member and included in the Supplemental Indenture providing for the issuance of such Bonds.

8. The Series 2018-A Bonds shall be sold through a competitive process as set forth and described in the Preliminary Official Statement, the 2018-A1 Notice of Sale (with respect to the Series 2018-A1 Bonds), and the 2018-A2 Notice of Sale (with respect to the Series 2018-A2 Bonds), and, for each such series, shall be issued and delivered to the bidder or whose bid produces the lowest true interest cost to the Board for the said series, as the same shall be identified by an Authorized Officer or a Designated Board Member.

9. Proceeds from the Series 2018-A Bonds to be used to cover the 2018 Capital Improvements shall be deposited into a special fund or account established by or at the direction of an Authorized Officer in the name of UAH or the Board.

10. Any Authorized Officer, and any person or persons designated and authorized by any Authorized Officer to act in the name and on behalf of the Board, or any one or more of them, are hereby authorized to do and perform or cause to be done and performed in the name and on behalf of the Board, such other acts, to pay or cause to be paid on behalf of the Board such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Board such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances or other instruments or communications, under the seal of the Board, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to complete the Plan of Finance and carry into effect the intent of the provisions of this resolution and the Financing Documents.

11. Each act of any Authorized Officer that would have been authorized by the foregoing provisions of this resolution, except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

Approving a Software License and Subscription Agreement with Tableau Software, Inc., at UAB

RESOLUTION

WHEREAS, the University of Alabama at Birmingham ("UAB") desires to enter into a Software License and Subscription Agreement (the "Agreement") with Tableau Software, Inc. ("Tableau"), a copy of which is attached hereto as Exhibit G,
whereby UAB will be provided use of Tableau’s Software, Support and Maintenance Services, and professional Services; and

WHEREAS, the Products are software tools to be used by UAB as a consistent business intelligence tool to be used across the enterprise so decision makers across campus can consume data with a common tool;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the actions set forth above are hereby approved, authorized, ratified and confirmed, and Allen Bolton, Vice President for Financial Affairs and Administration, or any other officer named in the most recent Board Resolution granting signature authority for UAB is hereby authorized and directed to execute and deliver the Agreement on behalf of the Board in substantially the form and containing such terms as described in this resolution.

Approving Updating Signature Authority at UA

RESOLUTION

BE IT RESOLVED by The Board of Trustees of The University of Alabama that Dr. Stuart R. Bell, as President, Mr. Matthew Fajack, as Vice President for Financial Affairs and Treasurer, Dr. Kevin W. Whitaker, as Provost, Ms. Cheryl Mowdy, as Assistant Vice President for Financial Affairs, Dr. Adam Tate as Director of Budgets, and Ms. Julie Shelton, as Associate Vice President for Finance, as officials of The University of Alabama, are each authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating and executing any and all contracts, agreements, instruments, reports or other documents as necessary in furtherance of the mission of The University of Alabama and the goals and objectives of The Board of Trustees of The University of Alabama.

BE IT FURTHER RESOLVED that Dr. John C. Higginbotham, as Interim Vice President for Research and Economic Development and Ms. Cynthia Hope, as Assistant Vice President for Research, are authorized to act for and in the name of the Board of Trustees of The University of Alabama in making application for and negotiating and executing contract or grant agreements with any agency of local, state, national or foreign government, foundation, corporation, or individual with regard to research, instructional, and service contracts and grants, in furnishing necessary reports or other instruments in connection therewith. Dr. John C. Higginbotham is further authorized to designate in writing an appropriate number of staff in the Office of Contract and Grant Accounting who are authorized to bind the University for the limited purpose of submitting official invoices, draws, and other
financial information to federal agencies but only to the extent such authority is required by the regulations of the federal Office of Budget and Management.

BE IT FURTHER RESOLVED that Mr. Kevin Stevens, Director of Procurement Services, is authorized to execute agreements on behalf of the University for the limited purpose of purchasing goods or services below $50,000.

BE IT FURTHER RESOLVED that any two of the following five officials, Dr. Stuart R. Bell, Mr. Matthew Fajack, Ms. Cheryl Mowdy, Dr. Adam Tate, and Ms. Julie Shelton be, and they hereby are, authorized for and in the name of the said Board, a corporation, to sell at public or private sale or exchange any or all shares of stock, bonds or private sale, or exchange any or all shares of stock, bonds or securities, in any corporation, association, trust, municipal corporation, or government which may now or hereafter stand in the name of The Board of Trustees of The University of Alabama for The University of Alabama, Tuscaloosa, Alabama, or in its name and in the name of others received in exchange, and in the name of The Board of Trustees of The University of Alabama to sign any transfers, assignments or powers of attorney that may be necessary to make the transfer or exchange, and to deliver the same, together with the stock or securities sold or exchanged, to the transferee, or his agents.

BE IT FURTHER RESOLVED that all previous resolutions granting any of the foregoing powers of authority be, and hereby are, rescinded, effective February 15, 2018.

Pro tem Gray thanked Trustee Malone for his report and recognized Trustee James W. Wilson III for a report from the Physical Properties Committee.

Trustee Wilson reported that the Committee met yesterday and considered 26 agenda items for action, which were unanimously approved.

On the motion of Trustee Wilson, seconded by Trustee St. John, with Trustee Starnes recusing himself from voting on item H(c.i.) of the Board agenda, the Board adopted the following resolutions, separately and collectively:
Approving the revised project scope and budget; providing
authorization to execute a construction contract for Package A (Parking
Deck) of the Capstone Parking Deck and Pedestrian Bridge at UA
(Stage IV)

RESOLUTION

WHEREAS, on November 7, 2014, pursuant to Board Rule 415, The Board of
Trustees of The University of Alabama ("Board") approved the Stage I submittal for
the Capstone Parking Deck and Pedestrian Bridge project ("Project"); and

WHEREAS, on February 6, 2015, based on the firm’s previous programming
experience on the Project and prior quality work on similar projects such as the
Riverside Parking Deck, the Campus Drive Parking Deck and the Magnolia Parking
Deck, the Board approved the waiver of the Consultant Selection process and
authorized the University to proceed with design utilizing the architectural services
of Evan Terry Associates (ETA) of Birmingham, Alabama, accepting a negotiated
blended fee of approximately 3.59% of the cost of construction of the parking deck
and pedestrian bridge plus $15,000 for special inspections; and

WHEREAS, on February 6, 2015, the Board approved a budget reallocation to
reflect the architectural fees for the Project; and

WHEREAS, on February 3, 2017 the Board approved a re-negotiated cost of
design fee of 2.7% of the cost of Package A-Parking Deck and 5% of the cost of
Package B-Pedestrian Bridge, plus $25,000 for special inspections; and

WHEREAS, on February 3, 2017, the Board authorized the University to
separate this Project into two packages consisting of Package A-Parking Deck and
Package B-Pedestrian Bridge; and

WHEREAS, Package A-Parking Deck will consist of the construction of a
four-story parking deck with approximately 1,010 parking spaces and storage and
restrooms for outdoor programs adjacent to the deck; and

WHEREAS, the Parking Deck will be structured to support an energy plant,
chilled water lines, and provide shelter for the transportation system buses and other
University equipment in the event of severe weather; and

WHEREAS, Package B-Pedestrian Bridge will consist of the construction of
a pedestrian bridge extending from the parking structure to the Frank Moody Music
Building and with potential of future connection to the Bryant Conference Center;
and
WHEREAS, on February 3, 2017, the Board approved a revised scope to provide structural capacity to support an energy plant and provide structural support for cooling towers to serve the Bryant Conference Center, Frank Moody Music Building and other buildings in the area and to increase the first level by two feet in order to utilize the Project for sheltering of the transportation system buses and other University equipment in case of inclement weather; and

WHEREAS, on February 3, 2017, the Board approved a revised budget from $21,752,000 to $22,039,350 to reflect the separation of the Project into two packages, scope revisions, and re-negotiated architect fees; and

WHEREAS, on February 3, 2017, the Board approved renderings for Package A–Parking Deck of the Project; and

WHEREAS, in order to ensure appropriate coordination with the future Bryant Conference Center addition and Moody Music renovations, the originally planned Package B-Pedestrian Bridge will be deferred to a later date and is not reflected in the Project budget at this time; and

WHEREAS, on December 12, 2017, pursuant to Title 39, State Bid Law of Alabama Code, competitive bids were received for the Parking Deck and Bailey-Harris Construction Company, Incorporated, of Auburn, Alabama, (Bailey-Harris Construction) was declared the lowest responsible bidder with a base bid in the amount of $18,046,000; and

WHEREAS, the University desires to accept Alternates 1 through and including 3 totaling $610,335; and

WHEREAS, the University is requesting approval to accept Bailey-Harris Construction’s base bid in the amount of $18,046,000 and Alternates 1 through and including 3 for a total contract award of $18,565,335; and

WHEREAS, the University is requesting approval of a revised budget to reflect Bailey-Harris Construction’s final contract amount, as reflected in the Revised Budget below, and the revised scope; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project is funded from 2017 General Revenue Bonds in the amount of $22,039,350; and

87
WHEREAS, the revised budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>REVISED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 18,656,335</td>
</tr>
<tr>
<td>Owner Furnished Materials</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>Telecommunication, Data and Security</td>
<td>$ 360,800</td>
</tr>
<tr>
<td>Contingency* (Lump Sum)</td>
<td>$ 900,000</td>
</tr>
<tr>
<td>Architect/Engineer Fee** (3.6%)</td>
<td>$ 693,228</td>
</tr>
<tr>
<td>UA Project Management Fee*** (2%)</td>
<td>$ 403,127</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing)</td>
<td>$ 200,860</td>
</tr>
<tr>
<td>Other Fees and Services (advertising, printing)</td>
<td>$ 225,000</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td>$ 22,039,350</td>
</tr>
</tbody>
</table>

*Contingency is a lump sum amount of $900,000.

**Architect/Engineer Fee is based on 3.6% of the cost of construction and owner furnished materials.

***UA Project Management Fee is based on 2% of the cost of construction, owner furnished materials, and contingency.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The revised scope and budget for the Project is approved as stipulated above.

2. That Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature Authority for The University of Alabama be, and each hereby is, authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the aforementioned contract with Bailey-Harris Construction Company, Incorporated, of Auburn, Alabama, for the Project in accordance with Board Rule 415.

Approving the reallocated project budget and providing authorization to execute a construction contract for University Hall at UA (Stage IV)

RESOLUTION

WHEREAS, Board Rule 415 provides that the inclusion of projects in the Annual Capital Development Plan shall constitute a Stage I submittal to The Board of Trustees of The University of Alabama ("Board") for review and approval; and
WHEREAS, on September 13, 2013, the Board approved The University of Alabama’s (“University”) 2013-2014 Annual Capital Development Plan that included the Stage I submittal for the University Hall (formerly Bryce Women’s Old Admissions Center) project (“Project”) located on the Peter Bryce campus at a projected cost of $22,920,848; and

WHEREAS, the construction was separated into three packages: 1) Construction-Demolition and Abatement, 2) Construction-Stabilization, and 3) Construction-Fit Out, and

WHEREAS, on September 18, 2015, the Board approved a revised budget from $22,920,848 to $25,923,159 to reflect an estimated escalation in the cost of construction since the 2013 approval of this Project; and

WHEREAS, in accordance with Board Rule 415, on September 18, 2015, the Board approved the top ranked architectural firms and authorized officials of the University to proceed with negotiations; and

WHEREAS, upon completion of negotiations with the top ranked firm of Williams Blackstock Architects, Birmingham, Alabama, the University has established a final negotiated design fee based on 5.6% of the total cost of construction plus a 25% major renovation factor, $7,600 for an additional demolition package, $11,500 for programming, $50,860 for testing and abatement specifications, less credits of $10,000 for University interior design, $3,500 for landscape architecture, and $13,500 for major renovation simplification; and

WHEREAS, on July 20, 2017, pursuant to Title 39, State Bid Law of Alabama Code, competitive bids were received for Construction – Demolition Abatement of this Project and Montgomery Environmental, Incorporated, of Birmingham, Alabama, was declared the lowest responsible bidder with a base bid in the amount of $543,000; and

WHEREAS, the base bid is below the $750,000 threshold amount required for Board approval; and

WHEREAS, on December 7, 2017, pursuant to Title 39, State Bid Law of Alabama Code, combined competitive bids were received for Construction – Stabilization and Fit-out of this Project and Bailey-Harris Construction Company, Incorporated, of Auburn, Alabama, was declared the lowest responsible bidder with a base bid in the amount of $16,595,000; and

WHEREAS, the University desires to accept Alternates 2 thru 5 in the amount of $659,502; and
WHEREAS, the University is requesting approval to award the construction contract for Construction – Stabilization and Fit-out for this Project to Bailey-Harris Construction Company, Incorporated for a total contract amount of $17,254,502; and

WHEREAS, the University is requesting approval for a budget reallocation to reflect the final negotiated architect fee, the final cost of Construction – Demolition and Abatement in the amount of $710,000, the combined costs of Construction – Stabilization and Fit-out and the separation of Construction – Utilities and Infrastructure; and

WHEREAS, the Project location and program have been reviewed and are consistent with the Campus Master Plan, University Design Standards, and the principles contained therein; and

WHEREAS, this Project is funded by 2017 General Revenue Bonds in the amount of $25,923,159; and

WHEREAS, the reallocated budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>REVISED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction – Demolition and Abatement</td>
<td>$ 710,000</td>
</tr>
<tr>
<td>Construction – Stabilization and Fit-out</td>
<td>$ 17,254,502</td>
</tr>
<tr>
<td>Construction – Utilities and Infrastructure</td>
<td>$ 1,625,000</td>
</tr>
<tr>
<td>Furniture, Fixtures, and Equipment</td>
<td>$ 2,200,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$ 240,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 532,341</td>
</tr>
<tr>
<td>Contingency* (~4.08%)</td>
<td>$ 800,000</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 611,685</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~7.2%)</td>
<td>$ 1,414,225</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing)</td>
<td>$ 201,760</td>
</tr>
<tr>
<td>Other Fees and Services (surveys, testing, elevator)</td>
<td>$ 333,646</td>
</tr>
<tr>
<td>**TOTAL PROJECT COST</td>
<td>$ 25,923,159</td>
</tr>
</tbody>
</table>

*Contingency is a lump sum amount of $800,000.

**UA Project Management fee is based on 3% of all construction costs, landscaping, and contingency.

***Architect/Engineer fee is based on 5.6% of the total cost of construction plus a 25% major renovation factor, $7,600 for an additional demolition package, $11,500 for programming, and $50,860 for testing and abatement specifications, less credits of $10,000 for University interior design, $3,500 for landscape architecture, and $13,500 for major renovation simplification.
NOW THEREFORE, BE IT RESOLVED that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers’ names in the most recent Board Resolutions granting signature authority for The University of Alabama be, and each hereby is, authorized to act for and on behalf of the Board of Trustees in executing the contract for the Construction – Stabilization and Fit-out of this Project with Bailey-Harris Construction Company, Incorporated, of Auburn, Alabama, in accordance with Board Rule 415.

NOW BE IT FURTHER RESOLVED that the reallocated budget for the Project as stipulated above is approved.

Approving the proposed architectural design for the Alpha Gamma Delta Addition at UA (Stage III)

RESOLUTION

WHEREAS, on November 3, 2017, in accordance with Board Rule 415, The Board of Trustees of The University of Alabama (“Board”) approved a Stage 1 submittal for the Alpha Gamma Delta sorority (ΑΓΔ) project (“Project”) located at 735 Judy Bonner Drive; and

WHEREAS, on November 3, 2017, due to their involvement designing the existing house and their commitment to deliver the Project by July 2019, the Board authorized The University of Alabama (“University”) to proceed with design utilizing the architectural services of Holmes and Holmes Architects of Mobile, Alabama, and the acceptance of the final negotiated design fee of 6.8% of the cost of construction plus a 1.15 renovation factor and $20,000 for reimbursable expenses; and

WHEREAS, responsible officials at the University have received renderings for the Stage III submittal and are recommending approval of said design; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Chapter Reserves in the amount of $1,500,000 and a Chapter Payable of $1,600,000; and

WHEREAS, ΑΓΔ has agreed to repay the loan of $1,600,000 to the University and has shown through its Business Plan the ability to repay the loan; and
WHEREAS, the budget for the Project remains as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$2,494,032</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$4,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$5,000</td>
</tr>
<tr>
<td>Contingency* (10%)</td>
<td>$249,803</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$82,435</td>
</tr>
<tr>
<td>Architect/Engineer Fee - Programming</td>
<td>$20,000</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~8.62%)</td>
<td>$215,033</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing and Special Inspections)</td>
<td>$12,500</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$12,197</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$3,100,000</strong></td>
</tr>
</tbody>
</table>

*Contingency is based on 10% of the cost of construction and landscaping.
**UA Project Management Fee is based on 3% of the cost of construction, landscaping and contingency.
***Architect/Engineer Fee is based on 6.8% of construction, plus a 1.15 renovation factor and $20,000 for reimbursable expenses.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Stage III submittal for the Project is hereby approved.

Approving the revised project scope and budget and proposed architectural design for the Aquatic Center Renovation at UA (Stage III)

RESOLUTION

WHEREAS, on February 3, 2017, in accordance with Board Rule 415, The Board of Trustees of The University of Alabama ("Board") approved a Stage I submittal for the Aquatic Center Renovations project ("Project"); and

WHEREAS, on June 16, 2017, due to the firm's previous experience successfully designing athletic projects on the campus of The University of Alabama ("University") and their knowledge of the program and ability to deliver the Project by December 2018, the Board approved a Waiver of the Consultant Selection process and authorized the University to proceed with design utilizing the architectural services of Davis Architects, Inc., of Birmingham, Alabama accepting a negotiated final design
fee of 6% of the cost of renovation plus a 15% renovation factor, $175,000 for specialty consultant fees, and reimbursable expenses not to exceed $40,000; and

WHEREAS, on June 16, 2017, the Board approved a budget reallocation to reflect the final negotiated architectural fee for this Project; and

WHEREAS, the University is requesting a scope revision to provide additional renovation enhancements including converting the existing Natatorium to an outdoor pool including required landscaping and facility equipment; and

WHEREAS, the University is requesting approval for a revised budget from $15,000,000 to $21,000,000 to reflect the additional renovation enhancements including landscaping and facility equipment; and

WHEREAS, responsible officials at the University have received renderings for the Stage III submittal and are recommending approval of said design; and

WHEREAS, the Project location and program have been reviewed and are consistent with University Design Standards and the principles contained therein; and

WHEREAS, the Project is funded from 2017 General Revenue Bonds in the amount of $15,000,000 and University funds in the amount of $6,000,000; and

WHEREAS, the revised budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>REVISED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renovation</td>
<td>$ 16,905,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Contingency* (5%)</td>
<td>$ 855,250</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 538,808</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~8%)</td>
<td>$ 1,381,445</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing)</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$ 119,497</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST** | $ 21,000,000

*Contingency is based on 5% of the cost of renovation and landscaping.
**UA Project Management Fee is based on 3% of the cost of renovation, landscaping and contingency.
***Architect/Engineer Fee is based on 6% of the cost of renovation plus a 15% renovation factor, $175,000 for specialty consultant fees, and reimbursable expenses not to exceed $40,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The University of Alabama that:

1. The revised scope and budget for this Project as stipulated above is hereby approved.

2. The Stage III submittal for the Project is hereby approved.

Granting authorization to negotiate an Owner/Architect agreement for the New Classroom and Collaboration Building for the Culverhouse College of Commerce and Business Administration at UA (Stage II)

RESOLUTION

WHEREAS, in accordance with Board Rule 415, on November 3, 2017, The Board of Trustees of The University of Alabama ("Board") approved a Stage I submittal for the construction of the New Classroom and Collaboration Building for the Culverhouse College of Commerce and Business Administration project ("Project") to be located on the west side of Stadium Drive across from Alston Hall and the Angelo Bruno Business Library at the site of the former Presidential Apartments; and

WHEREAS, the Culverhouse College of Commerce and Business Administration ("College") has seen enrollment growth of approximately 30% since 2012 and anticipates continued growth and the accompanying increase in faculty; and

WHEREAS, the proposed Project will provide modern facilities to support the teaching and learning environment and support the future renovation of existing facilities in conjunction with the College's strategic plan; and

WHEREAS, the proposed Project will consist of the construction of an approximately 84,727 gross square foot multi-story brick veneer building which will include conference rooms, offices to accommodate faculty and staff personnel, student work areas, a catering kitchen, classrooms ranging in size from 30 seat capacities to a 350-seat auditorium classroom, collaborative rooms, and an atrium; and

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WHEREAS, this Project will provide an International Code Council 500 rated storm and tornado shelter integrated into classroom space in accordance with State Law; and

WHEREAS, the Consultant Selection Committee, appointed by The University of Alabama ("University") has completed Part 1 of the Consultant Selection process in accordance with Board Rule 415 and negotiations will be conducted following approval as follows:

Ranking of Top Firms:
2. Live Design Group, Birmingham, Alabama/Perkins + Will Architects, Chicago, Illinois
3. Davis Architects, Birmingham, Alabama

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Future Gifts and University Funds in the amount of $60,000,000; and

WHEREAS, the budget for the Project remains as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 42,363,500</td>
</tr>
<tr>
<td>Utilities and Infrastructure</td>
<td>$ 3,000,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Furniture/Fixture and Equipment</td>
<td>$ 3,239,500</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Contingency* (5%)</td>
<td>$ 2,280,675</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 1,436,825</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (4.7%)</td>
<td>$ 2,132,085</td>
</tr>
<tr>
<td>Expenses</td>
<td>$ 305,133</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$ 260,000</td>
</tr>
<tr>
<td>Inflation**** (~9%)</td>
<td>$ 4,132,282</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST**

$ 60,000,000

*Contingency is based on 5% of the cost of construction, utilities and infrastructure, and landscaping.
**UA Project Management Fee is based on 3% of the cost of construction, utilities and infrastructure, landscaping and contingency.**

***Architect/Engineer Fee is based on 4.7% of the cost of construction and utilities and infrastructure.***

****Inflation is based on ~9% of the cost of construction, utilities and infrastructure, and landscaping.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama be, and each hereby is, authorized to act for and on behalf of the Board of Trustees to execute an architectural agreement with Williams Blackstock Architects, Birmingham, Alabama/RAMSA Architects, New York, New York, for architectural services in accordance with Board Rule 415 for this Project.

Approving the revised project scope and budget for the Lakeside Dining Renovation at UA (Revised Stage II)

RESOLUTION

WHEREAS, in accordance with Board Rule 415, on September 15, 2017, The Board of Trustees of The University of Alabama ("Board") approved a Stage I submittal for the Lakeside Dining Renovation project ("Project") located at 160 McCorvey Drive; and

WHEREAS, the Project will consist of the renovation of approximately 20,258 gross square feet of existing space and infilling the existing high ceiling area to extend the 2nd floor, thus providing 5,400 gross square feet for additional food service venues as well as increasing seating capacity by approximately 200; and

WHEREAS, on November 3, 2017, the Board approved the top ranked architects and authorized The University of Alabama ("University") to proceed with negotiations with CMH Architects, Inc., Birmingham, Alabama; and

WHEREAS, the University has negotiated a final architect fee of 6.3% of the cost of construction plus a 1.25 renovation factor, $94,080 for food service design consultant, $13,440 for food service branding and $8,250 for structural shop drawings; and
WHEREAS, based on student feedback and to fill space vacated by the Lakeside Market (C-Store), the University desires to include a Latin-inspired venue option as part of the Project; and

WHEREAS, the venue will be complete with new interior finishes and food service equipment, along with capacity for an additional 50 seats; and

WHEREAS, upon completion of programming and evaluation of the existing equipment in conjunction with the Dining Services Five-year R & R Plan, the University has determined it necessary to provide new food service equipment for the micro station venues and to replace the existing dishwasher machine; and

WHEREAS, in order to accommodate the Project schedule, the University is requesting approval to separate this Project into two packages consisting of Package A-Construction and Package B-Food Service Equipment; and

WHEREAS, Package A-Construction will consist of renovation of the existing food service venues and in-filling the high ceiling area to extend the 2nd floor and to purchase certain food service equipment that is integral to the construction including hoods, countertops, etc.; and

WHEREAS, Package B-Food Service Equipment will include the procurement of the new food service equipment for the micro station venues and the replacement dishwasher machine; and

WHEREAS, the University is requesting approval for a budget revision from $4,500,000 to $7,000,000 to reflect the separation of the Project into two packages, scope revisions including equipment and the taco venue, and the final negotiated architect fees; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University funds in the amount of $7,000,000; and

WHEREAS, the revised budget for the Project is as stipulated below:
BUDGET:  

<table>
<thead>
<tr>
<th>Description</th>
<th>Revised Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package A-Construction</td>
<td>$ 4,226,000</td>
</tr>
<tr>
<td>Package B-Food Service Equipment</td>
<td>$ 940,000</td>
</tr>
<tr>
<td>Furniture/Fixture &amp; Equipment</td>
<td>$ 550,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$ 35,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Contingency* (7.5%)</td>
<td>$ 387,450</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 166,603</td>
</tr>
<tr>
<td>Architect/Engineer Fee - Programming</td>
<td>$ 84,610</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~10%)</td>
<td>$ 522,593</td>
</tr>
<tr>
<td>Expenses</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$ 17,744</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST**  

$ 7,000,000  

*Contingency is based on 7.5% of the cost of Package A-Construction and Package B-Food Service Equipment.  
**UA Project Management Fee is based on 3% of the cost of Package A-Construction, Package B-Food Service Equipment and contingency.  
***Architect/Engineer Fee is based on 6.3% of the cost of Package A-Construction, Package B-Food Service Equipment plus a 1.25 renovation factor, $94,080 for food service design, $13,440 for food service branding, and $8,250 for structural shop drawings.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the revised scope and budget for the Project is approved as stipulated above.

Approving the revised project scope and budget for the University Boulevard Improvements at UA (Revised Stage II)

RESOLUTION

WHEREAS, the University Boulevard Improvements project ("Project") was approved for a 2008 Transportation Enhancement Grant through the Alabama Department of Transportation (ALDOT) under Provision No. 1, Facilities for Pedestrian and Bicycles, and Provision No. 5, Landscaping and Other Scenic Beautification, at The University of Alabama ("University") campus and State Highway 215; and

WHEREAS, on November 5, 2009, The Board of Trustees of The University of Alabama ("Board") approved the Stage I submittal for the Project at a projected cost of $1,583,684; and
WHEREAS, on February 5, 2010, based on prior design services on adjacent projects and their extensive knowledge of the Project, the Board authorized the University to proceed with engineering services utilizing McGiffert and Associates, LLC, of Tuscaloosa, Alabama, for this Project accepting a fixed fee not to exceed $96,510; and

WHEREAS, on February 5, 2010, the Board approved the architectural renderings for this Project; and

WHEREAS, on February 4, 2011, the Board approved the revised architectural renderings for the Project; and

WHEREAS, on February 4, 2011, the Board approved a revised scope and budget from $1,583,684 to $962,249 based on the removal of landscaped islands from the Project; and

WHEREAS, on April 12, 2013, the University received approval from the Board to award all construction contracts for this Project to the lowest responsible bidders so long as the bids for the construction contracts for the Project did not cause the total Project budget to exceed $962,249; and

WHEREAS, on February 7, 2013, pursuant to Title 39, State Bid Law of Alabama Code, competitive bids were received for the Project and REV Construction, Inc., of Tuscaloosa Alabama, was declared the lowest responsible bidder with a base bid in the amount of $772,562.95; and

WHEREAS, in accordance with ALDOT's grant requirement, on April 12, 2013, the Board authorized the University to award the full amount of the base bid; and

WHEREAS, on February 5, 2016, the Board approved the separation of the remaining construction of this Project into two phases consisting of Phase I: Construction - West Roadway, Landscaping, and Irrigation; and Phase II: Construction - East Roadway, Landscaping, and Irrigation; and

WHEREAS, Phase I: Construction - West Roadway, Landscaping, and Irrigation (Phase I) will consist of the re-construction of the roadway from Sixth Avenue to Second Avenue with two automobile travel lanes, bike lanes, and either a center turn lane or a landscaped median that would occur between Devotie Drive and Second Avenue; and

WHEREAS, Phase II: Construction - East Roadway, Landscaping, and Irrigation (Phase II), which was to be executed in Parts A and B, entailed Part A-the
re-construction of the roadway from Second Avenue to Bryant Drive and Part B-from
the west end of the Alberta City bridge to just east of the Highway 82 interchange
with four automobile travel lanes in addition to the center turn lane or landscaped
medians and new or expanded sidewalks; and

WHEREAS, on February 5, 2016 the Board approved a budget revision from
$962,249 to $11,360,553 to incorporate the revised scope and reflect the division of
construction into the additional phases; and

WHEREAS, on February 5, 2016, pursuant to Board Rule 415, the Board
approved revised renderings for the Stage III submittal; and

WHEREAS, on February 5, 2016, in order to minimize the disruption to
campus and to realize the improved traffic control and safety benefits of the Project,
the Board of Trustees approved the University awarding construction contracts for
this Project to the lowest responsible bidder so long as the bids did not cause the
Project to exceed the total Project budget; and

WHEREAS, on April 12, 2016, pursuant to Title 39, State Bid Law of
Alabama Code, competitive bids were received for Phase I: West Roadway,
Landscaping, and Irrigation and GFC Construction, Inc., of Tuscaloosa Alabama,
was declared the lowest responsible bidder with a base bid in the amount of
$4,644,242.80; and

WHEREAS, on February 3, 2017, in order to coordinate with adjacent
ALDOT projects and other University initiatives, the Board authorized the University
to modify the scope of Phase II to include the addition of widening the roadway
between Hillard Drive and Bryant Drive to approximately 16 feet to accommodate
additional left turn lanes for west bound traffic at the intersection of Hillard Drive;
construction of a connector road between University Boulevard the Johnny Stallings
Drive adjacent to the Capstone College or Nursing; and the conversion of overhead
power lines underground along the north side of University Boulevard from Second
Avenue to Hackberry Lane; and

WHEREAS, on February 3, 2017, the Board authorized the University to
execute agreements with respective utilities as necessary to execute the conversion of
the overhead power lines to underground; and

WHEREAS, on February 3, 2017, the Board approved a scope and budget
revision from $11,360,553 to $13,657,227 to reflect the final construction cost for
Phase I, the cost of converting overhead power lines and other utilities to
underground, and the revised scope for Phase II; and
WHEREAS, the University desires to add Phase III to the Project that was previously identified as Phase II, Part B-just east of the Highway 82 interchange to the west end of the Alberta City bridge; and

WHEREAS, Phase III, will consist of the roadway just east of the Highway 82 interchange to just east of Helen Keller Boulevard; and

WHEREAS, a Phase IV, which will consist of roadway from Helen Keller Boulevard to the west end of the Alberta City bridge, will be deferred to a later date and is not reflected in the Project at this time; and

WHEREAS, the total Project will be funded from a previously funded ALDOT Transportation Enhancement Grant in the amount of $8,617, ALDOT Reimbursement in the amount of $473,192 and University funds in the amount of $7,463,994, of which $5,039,939 was previously funded; and

WHEREAS, the University is requesting a scope and budget revision from $13,657,227 to $16,554,474 to reflect the final construction cost for initial Construction, Phase I, and Phase II, and the revised scope for Phase III; and

WHEREAS, the revised budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>REVISED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction (completed)</td>
<td>$772,563</td>
</tr>
<tr>
<td>Phase I: Construction – West Roadway, Landscaping, and Irrigation (completed)</td>
<td>$5,086,536</td>
</tr>
<tr>
<td>Phase II: Construction – East Roadway, Landscaping, and Irrigation (completed)</td>
<td>$3,915,477</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$240,000</td>
</tr>
<tr>
<td>Alabama Power Underground Conversion</td>
<td>$981,500</td>
</tr>
<tr>
<td>Contingency* (5%)</td>
<td>$160,359</td>
</tr>
<tr>
<td>Architect/Engineer Fee**</td>
<td>$878,372</td>
</tr>
<tr>
<td>UA Project Management Fee*** (3%)</td>
<td>$430,909</td>
</tr>
<tr>
<td>Other Expenses (survey, testing)</td>
<td>$844,073</td>
</tr>
<tr>
<td>Other Fees (advertising and postage)</td>
<td>$37,500</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td>$16,554,474</td>
</tr>
</tbody>
</table>

*Contingency is based on 5% of the cost of Phase III.
**Architect/Engineer Fee is based on 6% of the cost of Phase III (less $11,412 for landscaping and irrigation design services performed by UA), plus not to exceed $12,245 for additional services and reimbursable expenses and $685,108 for previous phase design services.
***UA Project Management Fee is based on 3% of all construction costs, landscaping, Alabama Power underground conversion, and contingency.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the scope and budget revision for the Project is approved as stipulated above.

BE IT FURTHER RESOLVED that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for the University of Alabama be, and each hereby is, authorized to act for and on behalf of the Board of Trustees to execute all necessary agreements with the Utilities as required to execute the Project.

Granting authorization to negotiate Owner/Architect Agreements for the University Services Campus Renovations at UA (Stage II)

RESOLUTION

WHEREAS, on September 12, 2014, the Executive Committee of the Board of Trustees approved the purchase of the Partlow Campus, comprised of Parcel 1 containing 42.19 acres and Parcel 2 containing 75.48 acres for a total of 117.67 acres; and

WHEREAS, on February 6, 2015, The Board of Trustees of The University of Alabama ("Board") approved the Campus Master Plan Amendment for the Partlow Campus which recognized the use of the campus for business and support functions and the uses proposed herein are consistent with that plan; and

WHEREAS, on November 3, 2017, in accordance with Board Rule 415, the Board approved the Stage I submittal for the University Services Campus Renovations project ("Project") located at the former Partlow Campus on Ruby Tyler Parkway; and

WHEREAS, on November 3, 2017, the Board approved an amendment to the Campus Master Plan to include the retention of Building 1024 (Cottage 1); and

WHEREAS, the Project will entail the renovation of four (4) buildings totaling approximately 59,302 gross square feet for use by Construction Administration (Building 1024 – formerly Cottage 1), Design and Engineering Services (Building 1023 – formerly Cottage 4), Furnishings and Design (Building 1021 – formerly Cottage 3) and Environmental Health and Safety (Building 1017 – formerly Cottage 7); and
WHEREAS, due to the schedule, number of users, and varying program needs required by the user groups for each building, two Architectural/Engineering Selection process interviews were conducted December 7, 2017 in order to ensure adequate design capacity to meet the schedule; and

WHEREAS, the Consultant Selection Committee, appointed by The University of Alabama ("University") has completed Part 1 of the Consultant Selection Process in accordance with Board Rule 415 and negotiations for the Environmental Health and Safety building (Building 1017) will be conducted following Board approval as follows:

**Ranking of Top Firms:**
1. Studio 2H Design, LLC, Birmingham, Alabama
2. Simonton Black Architects, Incorporated, Birmingham, Alabama
3. Designform, Incorporated, Birmingham, Alabama

WHEREAS, the Consultant Selection Committee, appointed by the University has completed Part 1 of the Consultant Selection Process in accordance with Board Rule 415 and negotiations for the Furnishings and Design (Building 1021), Design and Engineering Services (Building 1023) and Construction Administration (Building 1024) buildings will be conducted following Board approval as follows:

**Ranking of Top Firms:**
1. Payne Design Group, Montgomery, Alabama
2. Charles Williams & Associates, Incorporated, Birmingham, Alabama
3. Herrington Architects, Birmingham, Alabama

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University Funds in the amount of $9,431,296; and

WHEREAS, the budget for this Project remains as stipulated below:
BUDGET:
Construction – Construction Administration, building 1024 $1,764,200
Construction – Design and Engineering, building 1023 $1,800,000
Construction – Furnishings and Design, building 1021 $1,600,000
Construction – Environmental Health and Safety, building 1017 $1,600,000
Landscaping $80,000
Furniture, Fixtures and Equipment $601,860
Security/Access Control $100,000
Telecommunication/Data $200,000
Contingency* (10%) $684,420
UA Project Management Fee** (3%) $225,859
Architect/Engineer Fee*** (~8.5%) $574,957
Expenses (Geotech, Construction Materials Testing) $100,000
Other Fees and Services (testing, advertising, printing) $100,000
TOTAL PROJECT COST $9,431,296

*Contingency is based on 10% of the total cost of construction and landscaping.
**UA Project Management Fee is based on 3% of the cost of construction, landscaping and contingency.
***Architect/Engineer Fee is based on 6.8% of the total cost of construction plus a 1.25 renovation factor.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for the University be, and each hereby is, authorized to act for and on behalf of the Board to execute an architectural agreement with Studio 2H Design, LLC, Birmingham, Alabama, for the Environmental Health and Safety building (Building 1017) and Payne Design Group, Montgomery, Alabama, Montgomery, Alabama for the Furnishings and Design (Building 1021), Design and Engineering Services (Building 1023) and Construction Administration (Building 1024) buildings for architectural services in accordance with Board Rule 415 for this Project.

Approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Capstone College of Nursing Addition at UA (Stage I & Stage II)

RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama (“University”) is requesting approval of a Stage I submittal for the Capstone College of

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Nursing (CCN) Addition project ("Project") located at 650 University Boulevard, East; and

WHEREAS, due to the firm having designed the existing facility and their involvement in the programming of this proposed addition in coordination with the existing facility, the University is requesting approval for a Waiver of the Consultant Selection process and to proceed with design utilizing the architectural services of TurnerBatson Architects of Birmingham, Alabama; and

WHEREAS, the University is requesting approval to accept the final negotiated design fee of 5.9% of the cost of construction plus a Storm Shelter Peer Review fee in the amount of $11,000; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Future Gifts and Grants in the amount of $17,550,000 and University Funds in the amount of $250,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>PRELIMINARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$13,580,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$150,000</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment</td>
<td>$1,800,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$75,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$150,000</td>
</tr>
<tr>
<td>Contingency* (5%)</td>
<td>$686,500</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$432,495</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~6%)</td>
<td>$812,220</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing and Special Inspections)</td>
<td>$75,000</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$38,785</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td>$17,800,000</td>
</tr>
</tbody>
</table>

*Contingency is based on 5% of the cost of construction and landscaping.

**UA Project Management Fee is based on 3% of the cost of construction, landscaping and contingency.

***Architect/Engineer Fee is based on 5.9% of the cost of construction plus the cost of a Storm Shelter Peer Review fee in the amount of $11,000.
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Stage I submittal package for the Project is hereby approved.

2. The preliminary budget for the Project as stipulated above is hereby approved.

BE IT FURTHER RESOLVED that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for the University be, and each hereby is, authorized to act for and on behalf of the Board to execute an architectural agreement with TurnerBatson Architects of Birmingham, Alabama, for architectural services at a final negotiated fee of 5.9% plus the cost of a Storm Shelter Peer Review fee in the amount of $11,000, in accordance with Board Rule 415 for this Project.

Approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Mal M. Moore Athletic Facility – Recruiting Lounge Renovation at UA (Stage I & Stage II)

RESOLUTION

WHEREAS, in accordance with Board Rule 415, The University of Alabama (“University”) is requesting approval of a Stage I submittal for the Mal M. Moore Athletic Facility – Recruiting Lounge Renovation project (“Project”); and

WHEREAS, due to their involvement designing the Mal M. Moore Athletic Facility – Dining Renovation project, and other projects in the facility, and their commitment to deliver the Project by August 2018, The University of Alabama (“University”) is requesting approval for a Waiver of the Consultant Selection process and to proceed with design utilizing the architectural services of Davis Architects of Birmingham, Alabama; and

WHEREAS, the University has negotiated a final design fee of 7% of the cost of construction, which represents a negotiated discount of approximately $22,000 (.2% less than the Associated Builders and Contractors’ fee and waiving the 25% renovation factor) the University is requesting acceptance of this final negotiated fee;
WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from Crimson Tide Foundation funds in the amount of $2,062,233; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>PRELIMINARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 1,100,000</td>
</tr>
<tr>
<td>Utilities and Infrastructure</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment</td>
<td>$ 605,750</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Contingency* (10%)</td>
<td>$ 110,000</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 36,300</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (7%)</td>
<td>$ 77,000</td>
</tr>
<tr>
<td>Expenses (Geotech, Construction Materials Testing and Special Inspections)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$ 93,183</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$ 2,062,233</strong></td>
</tr>
</tbody>
</table>

*Contingency is based on 10% of the cost of construction.
**UA Project Management Fee is based on 3% of the cost of construction and contingency.
***Architect/Engineer Fee is based on 7% of the cost of construction.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Stage I submittal package for the Project is hereby approved.

2. The preliminary budget for the Project as stipulated above is hereby approved.

BE IT FURTHER RESOLVED that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for the University be, and each hereby is, authorized to act for and on behalf of the Board to execute an architectural agreement with Davis Architects of Birmingham, Alabama for architectural services in accordance with Board Rule 415 for this Project.
Approving the preliminary project scope and budget for the Northeast Medical Building Renovation at UA (Stage I)

RESOLUTION

WHEREAS, on February 3, 2017, the Board of Trustees of the University of Alabama ("Board") approved the establishment of the Alabama Life Research Institute (ALRI) in order to undertake basic and applied research into the human condition in an effort to improve life, address health inequalities, and consider important issues across the span of life of individuals; and

WHEREAS, in accordance with Board Rule 415, The University of Alabama ("University") is requesting approval of a Stage I submittal for the Northeast Medical Building Renovation project ("Project") located at 211 Peter Bryce Boulevard; and

WHEREAS, the proposed Project will entail the renovation of the Northeast wing (Quad B) and central connector corridor consisting of approximately 19,458 GSF that will directly support the ALRI by providing office, meeting and support spaces; and

WHEREAS, the Project location and program have been reviewed and are consistent with the University Campus Master Plan, University Design Standards and the principles contained therein; and

WHEREAS, the Project will be funded from University Funds in the amount of $4,900,000; and

WHEREAS, the preliminary budget for the Project is as stipulated below:

<table>
<thead>
<tr>
<th>BUDGET:</th>
<th>PRELIMINARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 3,550,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment</td>
<td>$ 350,000</td>
</tr>
<tr>
<td>Security/Access Control</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Telecommunication/Data</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Contingency* (10%)</td>
<td>$ 357,500</td>
</tr>
<tr>
<td>UA Project Management Fee** (3%)</td>
<td>$ 117,975</td>
</tr>
<tr>
<td>Architect/Engineer Fee*** (~8.1%)</td>
<td>$ 288,438</td>
</tr>
<tr>
<td>Expenses</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Other Fees and Services (testing, advertising, printing)</td>
<td>$ 46,087</td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$ 4,900,000</td>
</tr>
</tbody>
</table>

*Contingency is based on 10% of the cost of construction and landscaping.
**UA Project Management Fee is based on 3% of the cost of construction, landscaping and contingency.

***Architect/Engineer Fee is based on 6.5% of the cost of construction plus a 1.25 renovation factor.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Stage I submittal package for the Project is hereby approved.

2. The preliminary budget for the Project as stipulated above is hereby approved.

Approving the procurement and installation of replacement Identification Magnetic Stripe Encoding Card Readers and Devices at UA

RESOLUTION

WHEREAS, The University of Alabama’s (“University”) Action Card’s Department has determined it necessary to replace the current Campus Wide Identification magnetic stripe encoding card readers and devices with the Near Field Communications (NFC) system (“Project”); and

WHEREAS, BbTransact has provided Identification and transaction system services since 1995; and

WHEREAS, NFC card readers will protect the campus-wide credential standard, ensure privacy and protection for secure customer transactions and establish processes for future credential usage; and

WHEREAS, the University is requesting approval to upgrade the existing system with the BbTransact NFC system (“Equipment”); and

WHEREAS, the Equipment will be funded from University funds in the amount of $957,379; and

WHEREAS, the budget for the Equipment is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bb Transact Near Field Communications Equipment</td>
<td>$800,780</td>
</tr>
<tr>
<td>Installation and Consulting services</td>
<td>$156,599</td>
</tr>
<tr>
<td><strong>TOTAL EQUIPMENT BUDGET</strong></td>
<td><strong>$957,379</strong></td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for the University be, and each hereby is, authorized to act for and in the name of the Board to proceed with the procurement of the Bb Transact Near Field Communications system and other services necessary to install the applications for a total cost not to exceed $957,379.

2. The budget as stipulated above for this Equipment is approved.

Providing authorization to execute a Hunting Rights Lease Agreement with Five Star Preserve LLC for the 2,916-acre Ann Jordan Farm Hunting Tract at UA

RESOLUTION

WHEREAS, pursuant to Board Rule 415, throughout the month of December 2017 through January 5, 2018, a bid notice for Hunting Rights Lease of a 2,916-acre tract, known as Ann Jordan Farm Hunting Tract (“Tract”), located in Coosa County, was advertised in newspapers across the state of Alabama; and

WHEREAS, on January 10, 2018, The University of Alabama (“University”) received a total of one (1) bid (Exhibit H) from Five Star Preserve, LLC, Kellyton, Alabama, in the amount of $13.25 per acre for 2,916 acres for a total annual lease amount of $38,637; and

WHEREAS, after review of the bid by appropriate University officials, the University desires to award a hunting rights lease to Five Star Preserve, LLC (“Lessee”); and

WHEREAS, using the Hunting Rights Lease, attached hereto as Exhibit I, will give the Lessee the right to hunt, and no other rights or interests are hereby conveyed or intended; and

WHEREAS, the term of the lease commences January 1, 2025 (the end of the current lease) and includes two (2) successive 5-year renewal options; and

WHEREAS, the lease includes an annual adjustment based on the Consumer Price Index including the period prior to the commencement of the lease; and
BE IT THEREFORE RESOLVED by The Board of Trustees of The University of Alabama that Stuart R. Bell, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for the University be, and are, hereby authorized to act for and on behalf of the Board to execute the Lease for Hunting Rights, and they hereby are, further authorized and empowered to do any and all things necessary and desirable to carry out the terms and conditions of said Lease for Hunting Rights for and on behalf of the Board.

Approving the reallocated project budget and providing authorization to execute a construction contract for the BBVA Compass Soccer Field at UAB (Stage IV)

RESOLUTION

WHEREAS, on February 6, 2015, The Board of Trustees of The University of Alabama approved combined Stage II, Stage III, Stage IV and Master Plan Amendment submittal for a project to design and construct a new intercollegiate soccer facility (Soccer Facility) at 800 11th Avenue South on the UAB Campus; and

WHEREAS, the Stage IV submittal granted approval for UAB to utilize the Construction Management delivery method using individual Trade Packages as outlined in Board Rule 415; and

WHEREAS, UAB received bids, for the first Trade Package (Bid Package 1), from pre-qualified bidders on April 30, 2015, with Veteran’s Landscaping Company, Inc. of Birmingham, Alabama declared the lowest responsive bidder; and

WHEREAS, the scope for Bid Package 1 included the construction of the playing field, irrigation and drainage systems, site lighting and public address systems; and

WHEREAS, the University awarded a contract to Veteran’s Landscaping Company for their base bid and alternate numbers one and two for a total contract award of $1,848,000; and

WHEREAS, the University had planned to bid and award a second Trade Package (Bid Package 2), which would have constructed a 2,500 spectator capacity grandstand, a scoreboard, a press box, and new restroom and concession facilities; and

WHEREAS, prior to receiving bids for Bid Package 2, UAB was approached by the Birmingham Futbol Club (BFC) regarding the potential shared use of the
Soccer Facility for a new United Soccer League (USL) professional soccer franchise (Franchise); and

WHEREAS, the University entered into negotiations for a franchise agreement (Lease) with the BFC and determined that for the Soccer Facility to meet the needs of the Franchise, the capacity of the grandstands would need to be increased from approximately 2,500, as originally planned, up to between 4,500 and 5,000 spectators; and

WHEREAS, in addition to the increase in spectator seating, the concession and restroom facilities must be increased beyond their planned capacity to accommodate the increase in spectators; and

WHEREAS, as compensation for expanding the Soccer Facility and allowing the Franchise’s use, UAB will be compensated in the amount of $350,000 per year for the initial eight year term of the Lease ($2,800,000 total); and

WHEREAS, the University has determined the $2,800,000 in revenue, resulting from the Lease, will be utilized to fund the necessary capacity increases; and

WHEREAS, on November 3, 2017, The Board of Trustees of The University of Alabama approved the revised Stage III (revised architectural design, revised scope and revised budget) submittal for the project to increase the spectator capacity; and

WHEREAS, in addition to the $1,848,000 previously awarded in Bid Package 1, the revised Stage III submittal included a revised construction budget for Bid Package 2 of $4,200,000, and a total revised project budget of $7,300,000; and

WHEREAS, competitive bids for Bid Package 2 were received from pre-qualified bidders on December 12, 2017, with Duncan and Thompson Construction Services of Birmingham, Alabama, declared the lowest responsive bidder; and

WHEREAS, Duncan and Thompson’s bid included a base bid of $3,293,385 with additive alternate numbers one through five totaling $124,669 for a total bid of $3,418,054; and

WHEREAS, UAB now desires to accept Duncan and Thompson’s base bid plus additive alternate numbers one through five for a total contract award of $3,418,054; and

WHEREAS, the project will be funded by Gifts, UAB Plant Funds and Lease Revenue; and
WHEREAS, the final project budget is established as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Grading, Drainage, Playing Surface and</td>
<td>$1,848,000</td>
</tr>
<tr>
<td>Site Lighting Trade Package</td>
<td></td>
</tr>
<tr>
<td>General Construction Trade Package</td>
<td>$3,418,054</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$335,000</td>
</tr>
<tr>
<td>Surveys, Testing, &amp; Inspection</td>
<td>$50,000</td>
</tr>
<tr>
<td>Moveable Equipment and Furnishings</td>
<td>$300,000</td>
</tr>
<tr>
<td>Construction Contingency</td>
<td>$265,000</td>
</tr>
<tr>
<td>Other</td>
<td>$1,083,946</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$7,300,000</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing a construction contract with Duncan and Thompson Construction Services, LLC of Birmingham, Alabama, for a total construction contract award of $3,418,054.

2. The revise Stage IV submittal for the Project is hereby approved.

3. The University of Alabama at Birmingham is hereby authorized to proceed with construction of the Project in accordance with the appropriate provisions of Board Rule 415.

Approving the revised project budget and providing authorization to execute a construction contract for the Expansion of Central Utility Systems to the Northeast Medical Center District at UAB (Stage IV)

RESOLUTION

WHEREAS, on September 15, 2017, The Board of Trustees of The University of Alabama approved the Stage II submittal (engineer ranking, project scope, and project budget) for a project to design and construct an expansion of UAB’s Central Utility Systems (Systems); and
WHEREAS, the Project will install approximately 350 linear feet (LF) each of new underground chilled water supply, chilled water return, steam and condensate return piping (1,400 LF total); and

WHEREAS, the new piping will tie-into the existing Systems in the proximity of the North Pavilion and Central Utilities Plant #3; and

WHEREAS, the piping will terminate in the immediate proximity of the future Proton Therapy Center to allow for ease of tie-in; and

WHEREAS, the Project will also provide tie-in points for future expansion to the Systems which will allow for the connection of The Kirklin Clinic and the Whitaker Building in the future; and

WHEREAS, the Stage II submittal included a construction budget of $3,750,000, and a total project budget of $4,500,000; and

WHEREAS, competitive bids for the construction of the project, were received from pre-qualified bidders on December 7, 2017, with Russo Corporation of Birmingham, Alabama, declared the lowest responsive bidder; and

WHEREAS, Russo Corporations bid included a base bid of $2,936,683; there were no alternates bid with the project; and

WHEREAS, UAB now desires to accept Russo Corporations base bid for a total contract award of $2,936,683; and

WHEREAS, the project will be funded by UAB Plant Funds; and

WHEREAS, the final project budget is established as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 2,936,683</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$ 214,500</td>
</tr>
<tr>
<td>Surveys, Testing, &amp; Inspection</td>
<td>$ 150,000</td>
</tr>
<tr>
<td>Construction Contingency</td>
<td>$ 146,834</td>
</tr>
<tr>
<td>Other</td>
<td>$ 301,983</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$ 3,750,000</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:
1. Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing a construction contract with Russo Corporation of Birmingham, Alabama, for a total construction contract award of $2,936,683.

2. The Stage IV submittal for the Project is hereby approved.

3. The University of Alabama at Birmingham is hereby authorized to proceed with construction of the Project in accordance with the appropriate provisions of Board Rule 415.

Approving the proposed architectural design and amendment of the Campus Master Plan for the New Track and Field Venue at UAB
(Stage III)

RESOLUTION

WHEREAS, UAB previously had a track and field venue that, due to slope, shape and dimension, was suitable for exercise but was not effective for practice and was unable to accommodate formal competition (Irregular Track); and

WHEREAS, this Irregular Track was demolished and the site redeveloped for UAB’s new Football Operations Building; and

WHEREAS, numerous programs and individuals across the UAB Campus have a continued need for an outdoor track and field venue; and

WHEREAS, these programs include the Reserve Officers’ Training Corps for physical training, the women’s intercollegiate track and field team for practice and competition; various intramural and club level sports, and other intercollegiate athletics programs for training and conditioning (Programs); and

WHEREAS, in addition to these Programs, the students, faculty and staff have a need for well designed, safe space for individual outdoor exercise that cannot be accommodated elsewhere on campus; and

WHEREAS, to provide adequate support to these Programs, as well as the students, faculty and staff, UAB initiated a project to design and construct a new track and field venue (Venue); and

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WHEREAS, on November 3, 2017, The Board of Trustees of The University of Alabama approved the Stage II (architect ranking, project scope and project budget) submittal for the project; and

WHEREAS, the project will include a new running track with new jumping, vaulting, and throwing event venues that will be designed to meet Conference USA requirements for competition; and

WHEREAS, the Venue will have irrigation and drainage systems for the infield surface, new lighting to allow nighttime use, a public address system and seating for approximately 300 spectators; and

WHEREAS, all event venue’s, with the exception of the hammer throw, will be located on the West Campus Fields, on property that has previously been utilized for a variety of intramural and intercollegiate sports and is now available for redevelopment; and

WHEREAS, during design, the project team determined that, due to the distance of throws and unpredictability of landings, the West Campus Fields did not have adequate space to safely accommodate the hammer throw event; and

WHEREAS, the University has recently demolished the Cancer Research Center (CRC), located at 550 11th Street South, and determined that this site is: in close proximity to the West Campus Fields, is not programmed for other University priorities and is available for redevelopment, and is adequately sized to safely accommodate the hammer throw event; and

WHEREAS, the University has decided to locate the hammer throw venue on the previous site of the CRC; and

WHEREAS, the University has provided renderings of the project in accordance with Board Rule 415; and

WHEREAS, the 2015 Master Plan was previously amended to reflect the demolition of the CRC, however it was not amended to reflect the construction of an athletic venue on the site; and

WHEREAS, officials at UAB have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the project prior to the issuance of the bonds, and the Board intends to allocate a portion of the proceeds of the bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the project paid prior to the issuance of the bonds; and
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Stage III submittal for the Project is hereby approved.

2. The UAB Campus Master Plan is hereby amended to include the construction of a hammer throw athletic venue on the property bounded by I-65 to the west, 11th Street to the east, 5th Avenue to the north and 6th Avenue to the south.

3. The University of Alabama at Birmingham is hereby authorized to proceed with the planning and design of the Project in accordance with appropriate provisions of Board Rule 415.

4. The Board does hereby declare that it intends to allocate a portion of the proceeds of the bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the bonds in connection with the acquisition, construction, and installation of the project. This portion of this resolution is being adopted pursuant to the requirements of the Treasury Regulations Section 1.150-2(e).

Granting authorization to negotiate Owner/Consultant Agreements for the New Student Residence Hall with Dining Facility at UAB (Stage II)

RESOLUTION

WHEREAS, UAB currently has six residence halls designed to accommodate 2,880 undergraduate students on the UAB Campus; and

WHEREAS, UAB currently has 2,953 students, 73 students above capacity, residing in on-campus housing; and

WHEREAS, UAB currently has 20,902 students enrolled and enrollment projections indicate that there will be approximately 24,000 students enrolled by 2021; and

WHEREAS, beginning fall semester of 2017, UAB implemented a requirement for freshmen to reside in on-campus housing; and

WHEREAS, the increased housing demand resulting from enrollment growth and the requirement for freshmen to reside in on-campus housing has resulted in the need for additional on-campus housing; and
WHEREAS, to address this need, UAB's Department of Student Housing and Residence Life (SHRL) has conducted a study of UAB's housing inventory and evaluated the on-campus housing of other peer institutions; and

WHEREAS, this study and evaluation process has informed SHRL that the minimum number of on-campus accommodations (Beds) would be approximately fifteen percent of the enrolled student population; and

WHEREAS, with approximately 24,000 enrolled students in 2021, the University has determined that a minimum of 3,600 Beds are needed; and

WHEREAS, 3,600 Beds represents a 720 Bed increase from current capacity and is the minimum capacity to accommodate all freshmen while maintaining UAB's existing apartment style residence halls for upper-class students; and

WHEREAS, a capacity of 3,600 Beds will not allow for the accommodation of all upper-class students currently desiring to reside in on-campus housing; and

WHEREAS, the University anticipates that when enrollment projections exceed 24,000, that additional housing capacity will be required to accommodate all first year freshmen; and

WHEREAS, the increase in students residing in on-campus housing will also necessitate an increase in on-campus dining options; and

WHEREAS, to accommodate the increasing demand for on-campus housing and dining, UAB has initiated a Project to construct a new student residence hall with a dining venue (Residence Hall); and

WHEREAS, the Residence Hall will provide approximately 290,000 gross square feet (GSF) of space to provide housing for approximately 720 undergraduate students; and

WHEREAS, the Residence Hall will provide traditional double occupancy rooms, Living Learning Community space, laundry facilities, dedicated study spaces, and a storm shelter; and

WHEREAS, the Residence Hall will also house a dining venue with approximately 300 seats; and

WHEREAS, the Residence Hall will be located on available property immediately north of 10th Avenue South and between 16th and 17th Streets; and
WHEREAS, this location is immediately south of the new Freshman Residence Hall and is in the heart of the UAB housing district; and

WHEREAS, to allow adequate space for the Residence Hall, the Smolian International House and the Sorority Square Building will be demolished; and

WHEREAS, on June 16, 2017 The Board of Trustees of The University of Alabama approved the Stage I submittal for the project; and

WHEREAS, utilizing Board Rule 415 Architectural Selection Criteria, the University appointed Consultant Selection Committee (CSC) interviewed firms to provide design and other professional services, directly related to the design and construction of the project, with contract values expected to exceed $100,000; and

WHEREAS, the CSC interviewed four firms to serve as the Architect of Record for the project and ranked the top three firms in the following order for negotiations: Goodwyn, Mills & Cawood of Birmingham, Alabama; TurnerBatson Architects of Birmingham, Alabama; and Williams Blackstock Architects of Birmingham, Alabama; and

WHEREAS, the CSC interviewed three firms to provide Geotechnical Engineering and Construction Materials Testing Services for the project and ranked the firms in the following order for negotiations: Bhate Geosciences of Birmingham, Alabama; Building and Earth Sciences of Birmingham, Alabama; and BECC of Birmingham, Alabama; and

WHEREAS, the CSC interviewed three firms to serve as the Project Commissioning Authority for the project and ranked the firms in the following order for negotiations: Environmental Systems Corporation of Huntsville, Alabama; RMF Engineering of Atlanta, Georgia; and Edmonds Engineering of Birmingham, Alabama; and

WHEREAS, the University must now request approval to negotiate equitable Owner/Architect and Owner/Consultant Agreements consistent with the size, scope, and complexity of the project as outlined in Board Rule 415; and

WHEREAS, the Vice Chancellor for Finance and Administration and the Chair of the Physical Properties Committee have approved the submission of the Architect of Record and Consultant firm rankings to the Board for review and approval; and

WHEREAS, the Project will be funded by proceeds of a future bond issue and by UAB Plant Funds; and
WHEREAS, officials at UAB have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

WHEREAS, the project budget is established as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 47,500,000</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$ 1,710,000</td>
</tr>
<tr>
<td>Surveys, Testing, &amp; Inspection</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Moveable Equipment &amp; Furnishings</td>
<td>$ 3,700,000</td>
</tr>
<tr>
<td>Construction Contingency</td>
<td>$ 2,375,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ 4,415,000</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$ 60,000,000</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of the University of Alabama in negotiating terms of Owner/Architect and Owner/Consultant Agreements, in accordance with Board Rule 415, with the below listed firms in the following order and thereafter advising the Vice Chancellor for Finance and Administration of The University of Alabama System and the Chair of the Physical Properties Committee of the negotiated results.

**Architect of Record Design Services Package:**
1) Goodwyn, Mills & Cawood of Birmingham, Alabama
2) TurnerBatson Architects of Birmingham, Alabama
3) Williams Blackstock Architects of Birmingham, Alabama

**Geotechnical Engineering and Construction Materials Testing Services Package:**
1) Bhat Geosciences of Birmingham, Alabama
2) Building and Earth Sciences of Birmingham, Alabama
3) BECC of Birmingham, Alabama
Project Commissioning Authority (CxA) Services Package:
1) Environmental Systems Corporation of Huntsville, Alabama
2) RMF Engineering of Atlanta, Georgia
3) Edmonds Engineering of Birmingham, Alabama

2. The Stage II submittal for the Project is hereby approved.

3. The University of Alabama at Birmingham is hereby authorized to proceed with the planning and design of the project in accordance with appropriate provisions of Board Rule 415.

4. The Board does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installation of the Project. This portion of this resolution is being adopted pursuant to the requirements of the Treasury Regulations Section 1.150-2(e).

Approving preliminary project scope and budget and amendment of the Campus Master Plan for the Renovation of Snoozy’s College Bookstore Property for the UAB Honors College (Stage I)

RESOLUTION

WHEREAS, the UAB Honors College (HC) currently occupies approximately 6,000 gross square feet (GSF) of classroom, study, office and administrative space within Heritage Hall; and

WHEREAS, the HC has seen rapid growth in enrollments from 587 students in 2010 up to 1,796 students in 2017; this represents an enrollment growth of approximately 206% in seven years; and

WHEREAS, the HC is projecting continued enrollment growth to approximately 2,000 students by the year 2020; and

WHEREAS, the space available to the HC has not increased since 2010 and is now insufficient for the current programs, students, faculty and staff; and

WHEREAS, the space limitation being experienced by the HC will make planned future growth to programs and enrollments unattainable; and
WHEREAS, the University has evaluated numerous options for providing the HC with the space required to accommodate current programs, students, faculty, and staff while still allowing for planned growth in the future; and

WHEREAS, the University has evaluated renovating numerous existing buildings, constructing new buildings, re-organizing various programs to gain greater efficiencies; and

WHEREAS, each of these evaluated options presented obstacles and complications that made them infeasible or undesirable options; and

WHEREAS, the Snoozy’s College Bookstore Property (Property) is a privately owned parcel at the corner of 10th Avenue South and 14th Street; and

WHEREAS, the Property is located in the heart of UAB’s academic, residential, and arts districts and has been highly sought after by the University for several years; and

WHEREAS, the Property contains two buildings, the first building is leased by UAB and operated by UAB’s Dining Vendor as the WOW Café, a popular restaurant among UAB Students; and

WHEREAS, the larger building on the Property is the Snoozy’s College Bookstore Building (Snoozy’s), a privately owned college bookstore; and

WHEREAS, Snoozy’s was built in 2002 and contains approximately 11,500 GSF of space on two floors; and

WHEREAS, when the Property became available for sale in 2017, the University began evaluating the possibility of renovating Snoozy’s for re-use by the HC; and

WHEREAS, the evaluation found that Snoozy’s space was adequate to accommodate the HC’s space needs, its largely open floorplan would allow for a very efficient and economic renovation, and that its prominent location in the heart of the academic, residential and arts district would provide a highly visible and identifiable home for the HC; and

WHEREAS, to meet the immediate and future space needs of the HC, UAB is now proposing a project to renovate Snoozy’s for re-use by the HC; and

WHEREAS, the project will demolish the interior of Snoozy’s and fit-out the space to provide approximately 11,500 GSF of new classrooms, a computer lab,
individual and group study spaces, faculty and staff offices, administrative and support spaces, as well as a large assembly area; and

WHEREAS, the project will also update Snoozy’s mechanical, electrical, plumbing and life-safety systems to meet current building codes; and

WHEREAS, on December 20, 2017, The Board of Trustees for The University of Alabama approved the acquisition of the Property; and

WHEREAS, the formal sale of the Property is currently expected to take place in late February 2018; and

WHEREAS, if the transaction for the Property were to be unsuccessful, this project would be cancelled or placed on-hold prior to any significant expenditures; and

WHEREAS, the Project will be funded by proceeds of a future UAB bond issue and UAB plant funds; and

WHEREAS, officials at UAB have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

WHEREAS, the preliminary Project Budget is established as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$2,300,000</td>
</tr>
<tr>
<td>Associated Project Costs (Architect and Engineering Fees, Surveys, Testing and Inspection, Moveable Equipment and Furnishings, Construction Contingency, Other)</td>
<td>$700,000</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST** $3,000,000

WHEREAS, the 2015 UAB Campus Master Plan Foundation Document does not currently reflect the Property as being owned by UAB nor Snoozy’s as being an HC facility;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:
1. The Stage I submittal for the Project is hereby approved.

2. The University of Alabama at Birmingham is authorized to proceed with the planning for the Project in accordance with the provisions of Board Rule 415.

3. Subject to the future successful property transaction, The UAB Campus Master Plan is hereby amended to include the Snoozy’s College Bookstore Property as UAB property, and the Snoozy’s College Bookstore Building as a UAB Honors College facility.

4. The Board does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installation of the Project. This portion of this resolution is being adopted pursuant to the requirements of the Treasury Regulations Section 1.150-2(e).

Approving the preliminary project scope and budget for the Expansion of Radiation Oncology Laboratories in the HSROC at UAB (Stage I)

RESOLUTION

WHEREAS, the UAB Department of Radiation Oncology (Department) currently has research laboratories in the Hazelrig-Salter Radiation Oncology Center (HSROC) and the Comprehensive Cancer Center (CCC); and

WHEREAS, the Department has identified the need to increase its research and clinical activities in the promising fields of immunotherapy and targeted therapies against DNA repair (Fields); and

WHEREAS, these research Fields have the potential to positively impact the lives of countless patients suffering from various forms of cancer; and

WHEREAS, the Department currently occupies approximately 3,723 gross square feet (GSF) of research and research support space within the HSROC that is dedicated to research in these Fields; and

WHEREAS, this space is currently fully occupied by four translational physician-scientists, their research programs, and their staff; and
WHEREAS, the Department has determined that to increase research programs and clinical activities within these Fields, that the Department needs to recruit two immune-oncology/DNA repair experts; and

WHEREAS, the research space currently occupied by the Department is fully utilized and is not able to accommodate additional investigators or research programs; and

WHEREAS, the Department has evaluated the existing inventory of appropriate research space and determined that suitable space is not available in the HSROC or the CCC; and

WHEREAS, to provide the required research space and allow the Department to recruit additional investigators, UAB is now proposing a project to fit-up and renovate portions of the second floor of the HSROC to provide modern, purposefully designed research and research support space; and

WHEREAS, the project will fit-up approximately 1,700 GSF of previously shelled space and renovate approximately 1,300 GSF of available administrative space to provide approximately 3,000 GSF of new open laboratory, laboratory support, office and administration support space; and

WHEREAS, the project will be located in close proximity to the Departments existing research space which will facilitate collaboration between investigators and their research programs, as well as yielding better overall results; and

WHEREAS, the project will be funded by UAB plant funds; a

WHEREAS, the preliminary project budget is established as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$1,540,000</td>
</tr>
<tr>
<td>Associated Project Costs (Architect and Engineering Fees, Surveys, Testing and Inspection, Moveable Equipment and Furnishings, Construction Contingency, Other)</td>
<td>$660,000</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST**  
$2,200,000

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The Stage I submittal for the project is hereby approved.
2. The University of Alabama at Birmingham is authorized to proceed with the planning for the Project in accordance with the provisions of Board Rule 415.

Approving the Procurement and Installation of a Voice-Over IP Telecommunication System at UAB

RESOLUTION

WHEREAS, UAB Information Technology (UABIT) currently deploys a legacy telecommunication system based on Nortel Networks technology; and

WHEREAS, the lack of geo-resiliency, scarcity of replacement parts, and the dependency on this deprecated technology presents safety and business continuity risks for the University; and

WHEREAS, in June of 2009, Nortel Networks announced that it is seeking buyers for all of its business units and many components of UAB’s legacy telecommunication system are now at end-of-life status; and

WHEREAS, UAB has been required to utilize secondary markets to acquire repair and replacement parts for the legacy telecommunications system; and

WHEREAS, as the legacy systems technology continues to be surpassed, repair and replacement parts are becoming more and more difficult to acquire; and

WHEREAS, many of the repair and replacement parts acquired on the secondary market are used and have a high failure rate on arrival; and

WHEREAS, additionally, the legacy telecommunication system currently has multiple single points of failure which would result in a total failure of the campus phone system; and

WHEREAS, to provide the UAB Campus with a modern telecommunications system, UABIT has identified the need to acquire and install a new, current technology, Voice Over IP Telecommunications System (System); and

WHEREAS, UAB Purchasing has identified Venture Technologies of Birmingham, Alabama, as a vendor on the State of Alabama Department of Finance, Division of Purchasing Master Agreement Number MA 999 T6374013352 (T637 Networking / Telephony Products & Services – Cisco), to facilitate the purchase of equipment, including installation and 5-year warranty maintenance support; and
WHEREAS, the new System will have hubs located in the Rust Computer Center and the remote datacenter in the Education Building; and

WHEREAS, the System will have full resiliency to multiple locations and will take advantage of the investments UAB has made into the existing internet protocol computer network; and

WHEREAS, the System will be portable to any location on campus, which has a viable connection to campus core and cooling, removing dependency on legacy telecom wiring and the specific buildings where the telecom wiring terminates; and

WHEREAS, the System will also offer the ability for soft-phone dialing from modern smartphones allowing number portability for faculty and staff; and

WHEREAS, UAB’s University Purchasing Department has reviewed and approved the quotations from Venture Technology with a total purchase price of $5,248,330 for the acquisition and installation of the System; and

WHEREAS, this price includes a $400,000 trade-in credit; and

WHEREAS, the purchase will be funded by UAB Plant Funds; and

WHEREAS, the total cost of the purchase is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Over IP Telecommunications System</td>
<td>$ 4,598,330</td>
</tr>
<tr>
<td>(Venture Quote 086155 v1 – less ‘Services’ line)</td>
<td></td>
</tr>
<tr>
<td>Telecommunications Core Installation Services</td>
<td>$ 450,000</td>
</tr>
<tr>
<td>(Venture Quote 086155 v1 - ‘Services’ only)</td>
<td></td>
</tr>
<tr>
<td>Telecommunications Distributed Installation Services</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>(Venture Quote 086158 v1)</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal (Venture Technologies)</strong></td>
<td><strong>$ 5,248,330</strong></td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 524,833</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$ 5,773,163</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Mr. Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for the University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing Purchase Agreements, with Venture Technologies of
Birmingham, Alabama, for a Voice Over IP Telecommunications System for
the amount of $5,248,330.

2. The University of Alabama at Birmingham is hereby authorized to proceed
with the implementation of the purchase in accordance with appropriate
provisions of Board Rule 415.

Approving authorization to execute a Lease Agreement with
Birmingham FC, LLC for use of BBVA Compass Soccer Field at UAB

RESOLUTION

WHEREAS, on February 6, 2015, The Board of Trustees of The University of
Alabama approved combined Stage II, Stage III, Stage IV and Master Plan
Amendment submittal for a project to design and construct a new intercollegiate soccer
facility (Soccer Facility) at 800 11th Avenue South on the UAB Campus; and

WHEREAS, the Stage IV submittal granted approval for UAB to utilize the
Construction Management delivery method using individual Trade Packages as
outlined in Board Rule 415; and

WHEREAS, UAB received bids, for the first Trade Package (Bid Package 1),
from pre-qualified bidders on April 30, 2015, with Veteran’s Landscaping Company,
Inc. of Birmingham, Alabama declared the lowest responsive bidder; and

WHEREAS, the scope for Bid Package 1 included the construction of the
playing field, irrigation and drainage systems, site lighting and public address systems;
and

WHEREAS, the University awarded a contract to Veteran’s Landscaping
Company for their base bid and alternate numbers one and two for a total contract
award of $1,848,000; and

WHEREAS, the University had planned to bid and award a second Trade
Package (Bid Package 2), which would have constructed a 2,500 spectator capacity
grandstand, a scoreboard, a press box, and new restroom and concession facilities; and

WHEREAS, prior to receiving bids for Bid Package 2, UAB was approached
by the Birmingham Futbol Club (BFC) regarding the potential shared use of the
Soccer Facility for a new United Soccer League (USL) professional soccer franchise
(Franchise); and
WHEREAS, the University entered into negotiations for a franchise agreement (Lease) with the BFC and determined that for the Soccer Facility to meet the needs of the Franchise, the capacity of the grandstands would need to be increased from approximately 2,500, as originally planned, up to between 4,500 and 5,000 spectators; and

WHEREAS, in addition to the increase in spectator seating, the concession and restroom facilities must be increased beyond their planned capacity to accommodate the increase in spectators; and

WHEREAS, as compensation for expanding the Soccer Facility and allowing the Franchise’s use, UAB will be compensated in the amount of $350,000 per year for the initial eight year term of the Lease ($2,800,000 total); and

WHEREAS, the University has determined the $2,800,000 in revenue, resulting from the Lease, will be utilized to fund the necessary capacity increases; and

WHEREAS, on November 3, 2017, The Board of Trustees of The University of Alabama approved the revised Stage III (revised architectural design, revised scope and revised budget) submittal for the project to increase the spectator capacity; and

WHEREAS, in addition to the $1,848,000 previously awarded in Bid Package 1, the revised Stage III submittal included a revised construction budget for Bid Package 2 of $4,200,000, and a total revised project budget of $7,300,000; and

WHEREAS, competitive bids for Bid Package 2 were received from pre-qualified bidders on December 12, 2017, with Duncan and Thompson Construction Services of Birmingham, Alabama, declared the lowest responsive bidder; and

WHEREAS, Duncan and Thompson’s bid included a base bid of $3,293,385 with additive alternate numbers one through five totaling $124,669 for a total bid of $3,418,054; and

WHEREAS, UAB now desires to accept Duncan and Thompson’s base bid plus additive alternate numbers one through five for a total contract award of $3,418,054; and

WHEREAS, the project will be funded by Gifts, UAB Plant Funds and Lease Revenue; and

WHEREAS, the final project budget is established as follows:
Site Grading, Drainage, Playing Surface and $ 1,848,000
Site Lighting Trade Package
General Construction Trade Package $ 3,418,054
Architect/Engineer $ 335,000
Surveys, Testing, & Inspection $ 50,000
Moveable Equipment and Furnishings $ 300,000
Construction Contingency $ 265,000
Other $ 1,083,946
TOTAL PROJECT COST $ 7,300,000

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing a construction contract with Duncan and Thompson Construction Services, LLC of Birmingham, Alabama, for a total construction contract award of $3,418,054.

2. The revise Stage IV submittal for the Project is hereby approved.

3. The University of Alabama at Birmingham is hereby authorized to proceed with construction of the Project in accordance with the appropriate provisions of Board Rule 415.

Granting Authorization to execute a Property Exchange Agreement between UAB and the UAB Educational Foundation

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama ("Board"), through its division, University of Alabama at Birmingham ("UAB"), owns two vacant residential properties located at 1109 & 1113 Cullom Street, Birmingham, Alabama 35205; and

WHEREAS, The UAB Educational Foundation ("Educational Foundation") owns two commercial properties situated at 1705 10th Avenue South and 1001 17th Street South, Birmingham, Alabama 35205, that include one former bookstore/parking lot and an unimproved parcel; and
WHEREAS, UAB and Educational Foundation desire to exchange the respective properties as an equal exchange to facilitate the redevelopment of both sets of properties; and

WHEREAS, the UAB properties were appraised by Crest Appraisal Group at $155,000.00; and

WHEREAS, the Educational Foundation properties were appraised by Graham & Company, LLC ($520,000) and Wm. Scruggs & Associates ($325,000) for a combined value of $845,000; and

WHEREAS, the parties have negotiated an Exchange Agreement (attached as Attachment No. 5) setting forth the terms and conditions of the property exchange and UAB recommends approval of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Allen Bolton, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the exchange of UAB residential properties in return for the Educational Foundation’s commercial properties, substantially in accordance with the terms of the attached Exchange Agreement.

BE IT FURTHER RESOLVED that The University of Alabama at Birmingham be authorized to execute the Exchange Agreement and other documents and to take all actions necessary to effectuate the exchange of properties between UAB and Educational Foundation as set forth in the Exchange Agreement.

Approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Construction of Inpatient Beds on the 8th Floor of the Women and Infants’ Center at University Hospital (Stage I & Stage II)

RESOLUTION

WHEREAS, the UAB Health System ("Board") was formed to provide for the common management of the existing and future health care delivery operations of the Board of Trustees of the University of Alabama ("UA Board") and the University of Alabama Health Services Foundation, P.C. ("UAHSF"); and
WHEREAS, University Hospital, an operating entity managed by UAB Health System, in furtherance of its mission to provide a continuum of health services of the highest quality, has determined it is necessary to construct inpatient beds on the 8th Floor of the UAB Women and Infants' Center ("Project") to accommodate the continued growth and demand for inpatient services; and

WHEREAS, the UA Board approved a Stage I submittal for the construction of a 30 bed inpatient unit to accommodate the Blood and Marrow Transplantation and Cell Therapy service on one-half of the 8th floor of the UAB Women and Infants’ Center (WIC) at its September 2016 meeting; and

WHEREAS, University Hospital included the construction of an additional acute care unit in the remaining space on the 8th floor of WIC in the Five Year Facilities Development Plan within its FY2017 Annual Consolidated Capital Projects and Facilities Report; and

WHEREAS, University Hospital has concluded that the high occupancy of its existing bed capacity in conjunction with the continued growth for inpatient services requires the construction of both nursing units expeditiously at the same time; and

WHEREAS, University Hospital has concluded that the most efficient and effective way to address the aforementioned need would be to design and construct both inpatient units under a single consolidated Project; and

WHEREAS, University Hospital has determined it would be advantageous to utilize the services of Gresham Smith and Partners, the Architect-Of-Record for the UAB Women and Infants’ Facility, who has previously prepared plans for the mechanical, electrical and plumbing systems that would support the Project as well as the plumbing stub-outs for the patient rooms on the 8th floor; and

WHEREAS, the Preliminary Project Budget is established as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$14,500,000</td>
</tr>
<tr>
<td>Architect/Engineer (5.35% of Construction)</td>
<td>$776,000</td>
</tr>
<tr>
<td>Surveys, Testing, &amp; Inspection</td>
<td>$220,000</td>
</tr>
<tr>
<td>Moveable Equipment &amp; Furnishings</td>
<td>$5,600,000</td>
</tr>
<tr>
<td>Contingency (10% of Construction)</td>
<td>$1,450,000</td>
</tr>
<tr>
<td>Other Project Costs:</td>
<td>$1,954,000</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$24,500,000</strong></td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT RESOLVED BY THE UAB HEALTH SYSTEM BOARD OF DIRECTORS, that it hereby recommends to The University of Alabama Board of Trustees the following:

1. The modified Stage I submittal for this project be approved.

2. Ray L. Watts MD, President of UAB, or his designee, be authorized to act for and in the name of the Board of Trustees in negotiating an Owner/Architect Agreement with Gresham Smith and Partners, Birmingham, Alabama in accordance with the provisions of UA Board Rule 415.

3. The Preliminary Construction Budget of $14,500,000 and the Preliminary Total Project Budget of $24,500,000 be approved.

4. University Hospital be authorized to move forward with the final planning and design of the Project and return to the Physical Properties Committee and the UA Board for Stage IV approval in accordance with the provisions of Board Rule 415.

Granting authorization to execute a Sale and Purchase Agreement with Broad Metro, LLC for a 3.82 acre tract in the Stadium Trace Village Development.

RESOLUTION

WHEREAS, the UAB Health System ("Board") was formed to provide for the common management of the existing and future health care delivery operations of the Board of Trustees of the University of Alabama ("UA Board") and the University of Alabama Health Services Foundation, P.C.; and

WHEREAS, UAB Health System has entered into an agreement (the "Agreement") with Broad Metro, LLC (the "Seller"), dated September 14, 2017, to purchase an approximately 3.82 acre improved lot within Stadium Trace Village for future development in the City of Hoover, Alabama (the "Property"), for a purchase price of $1,950,000; and

WHEREAS, the Agreement is contingent upon approval by the UAB Health System Board of Directors; and
WHEREAS, it has been determined that the purchase of the Property is in the furtherance of UAB Medicine's mission to provide clinical care services to patients within the Hoover and surrounding communities; and

WHEREAS, it has been determined to be in the best interest of The University of Alabama Health Services Foundation, P.C., and The Board of Trustees of The University of Alabama for the UAB Health System to purchase the Property;

NOW, THEREFORE, BE IT RESOLVED, by the UAB Health System Board of Directors the following:

1. William Ferniany, CEO, UAB Health System, or his designee, is authorized to act for and in the name of the Board to execute the purchase agreement with Broad Metro, LLC for the improved lot within the Stadium Trace Village Development.

2. Each act of any officer described above that would have been authorized by the foregoing provisions of this resolution, except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

Approving the revised budget and proposed architectural design for the Roberts Hall 3rd and 4th Floor Renovation at UAH (Stage III)

RESOLUTION

WHEREAS, on September 15, 2017, the Board of Trustees of The University of Alabama approved the Stage 1 submittal for the renovation of a portion of Roberts Hall, identified as Roberts Hall 3rd & 4th Floors Renovation, at a projected cost of approximately $4,300,000; and

WHEREAS, the History Department, the primary occupant of the space will relocate to Morton Hall; and

WHEREAS, additional space for teaching and administrative offices is needed to address the rapidly increasing enrollment in the College of Education; and

WHEREAS, the Project will be funded primarily from future general revenue bonds; and
WHEREAS, subsequent to the Board of Trustees approval granted on November 3, 2017, the University entered into an Owner/Architect Agreement with Chapman Sisson Architects to complete the design for the project; and

WHEREAS, responsible officials at the University have reviewed the renderings for Stage III submittal to the Board, recommend approval of said design, and have provided renderings of the Project and add alternate to the Project in accordance with Board Rule 415; and

WHEREAS, upon further review and an increase in costs primarily associated with asbestos abatement, the University is requesting a budget revision from $4,300,000 to $5,000,000, and said final project budget is as follows:

<table>
<thead>
<tr>
<th>Revised Project Budget</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$3,600,000</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$290,000</td>
</tr>
<tr>
<td>ABC Plan Review</td>
<td>$30,000</td>
</tr>
<tr>
<td>Commissioning Fees</td>
<td>$50,000</td>
</tr>
<tr>
<td>UAH Project Management Fees</td>
<td>$60,000</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>$50,000</td>
</tr>
<tr>
<td>Survey, Testing,&amp; Inspection</td>
<td>$50,000</td>
</tr>
<tr>
<td>Other (Network, Cameras, A/V, etc.)</td>
<td>$390,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$190,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td>$40,000</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td><strong>$5,000,000</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that:

1. The revised budget for the Project is approved as stipulated above.

2. The Stage III Submittal (architectural rendering) is hereby approved.

3. The University is hereby authorized to proceed with the Planning and Design of the Project in accordance with appropriate provisions of Board Rule 415.

Approving the appointment of Todd M. Barre as the Designated Agent for Real Estate Management at UAH
RESOLUTION

WHEREAS, Board Rule 415 specifies that one individual from each campus of The University of Alabama System shall be appointed by The Board of Trustees of The University of Alabama ("Board") to act as a Designated Agent; and

WHEREAS, the Designated Agent shall evaluate the appropriate method for disposal of real property and the offering of timber and minerals leases and attest that such disposals and offerings are economically justified and in the best interest of the campus and the State of Alabama ("State"); and

WHEREAS, such Designated Agent shall maintain permanent records setting forth the reasons for the decisions made regarding the method of real property disposition and the offering of timber and minerals leases of the campus; and

WHEREAS, the Designated Agent is responsible for determining that certain ground and University-owned facilities leases are in the best interest of campus and the State; and

WHEREAS, the Designated Agent shall ensure that the documentation pursuant to Board Rule 415 is submitted to the Board for approval prior to execution; and

NOW THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that effective immediately and until superseded by further action of this Board, that Todd M. Barre, Vice President for Finance and Administration, is designated as agent for these purposes for The University of Alabama in Huntsville.

Trustee Wilson reported that the Committee received a report from The UA System on construction contracts awarded for interior renovation projects.

Pro tem Gray thanked Trustee Wilson for his report and recognized Trustee Vanessa Leonard for a report from the Audit, Risk, and Compliance Committee.

Trustee Leonard said the Audit, Risk, and Compliance Committee met this morning with representatives of PricewaterhouseCoopers and heard their presentation
of audit results and required communications for The University of Alabama System for the fiscal year ended September 30, 2017.

Trustee Leonard said the Committee also reviewed and approved one agenda item for action, which was unanimously approved.

On the motion of Trustee Leonard, seconded by Trustee Wilson, the Board unanimously adopted the following resolution:

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama has reviewed the Financial Statements for the fiscal year ended September 30, 2017 for The University of Alabama System.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Financial Statements for The University of Alabama System for the year ended September 30, 2017, a copy of which shall be maintained in the Office of the Secretary, be, and hereby are, approved.

Pro tem Gray thanked Trustee Leonard for her report and recognized Trustee Kenneth L. Vandervoort for a report from the Honorary Degrees and Recognition Committee.

Trustee Vandervoort reported that the Committee met this morning and reviewed 15 agenda items which were unanimously approved by the Committee.

On the motion of Trustee Vandervoort, seconded by Trustee Malone, the Board adopted the following resolutions, separately and collectively:
Resolution to Approve Naming Opportunities in The Plank Center at UA

RESOLUTION

WHEREAS, Dr. Mark Nelson, Dean of the College of Communication and Information Sciences, desires to undertake a fundraising plan in which definable portions of The Plank Center in Capital Hall would be given donors’ names through campus administrative action in compliance with Board Rules 104 and 411; and

WHEREAS, Dean Nelson has submitted to Dr. Stuart Bell, President of The University of Alabama, a list of naming opportunities and the gift amounts required for each; and

WHEREAS, Dr. Bell recommends that the naming opportunities and gift amounts be approved as part of the College of Communication and Information Sciences’ ongoing mission to promote the education of students at The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of Dr. Bell and approves the naming opportunities contained within this list.

BE IT FURTHER RESOLVED that the attached list detailing the naming opportunities and gift amounts is made a part of this resolution by reference.

BE IT FURTHER RESOLVED that, the names of donors to be recognized by The University of Alabama during this fundraising initiative will be submitted to the Board pursuant to Board Rule 411 V. B. 2.

BE IT FURTHER RESOLVED that, pursuant to Board Rule 104, no donor shall have a space named in his or her honor unless he or she has committed the minimum amount to name a building, room, or space as stipulated in Board Rule 411, unless the Board finds special need for making an exception.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.
Resolution to Approve Naming Opportunities in the Career Center

RESOLUTION

WHEREAS, Dr. David Grady, Vice President for Student Life, desires to undertake a fundraising plan in which definable portions of the Career Center in the Ferguson Center would be given donors’ names through campus administrative action in compliance with Board Rules 104 and 411; and

WHEREAS, Dr. Grady has submitted to Dr. Stuart Bell, President of The University of Alabama, a list of naming opportunities and the gift amounts required for each; and

WHEREAS, Dr. Bell recommends that the naming opportunities and gift amounts be approved as part of the Division of Student Life’s ongoing mission to promote the education of students at The University of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of Dr. Bell and approves the naming opportunities contained within this list.

BE IT FURTHER RESOLVED that the attached list detailing the naming opportunities and gift amounts is made a part of this resolution by reference.

BE IT FURTHER RESOLVED that the names of donors to be recognized by The University of Alabama during this fundraising initiative will be submitted to the Board pursuant to Board Rule 411 V. B. 2.

BE IT FURTHER RESOLVED that, pursuant to Board Rule 104, no donor shall have a space named in his or her honor unless he or she has committed the minimum amount to name a building, room, or space as stipulated in Board Rule 411, unless the Board finds special need for making an exception.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board.

Approving the Naming of The Dr. Samuel J. Citrano Sr. Booth in the Athletic Dining Hall at UA
RESOLUTION

WHEREAS, Mr. Samuel J. Citrano Jr. of Huntsville, Alabama, has contributed $10,000 to honor Dr. Samuel J. Citrano Sr., a World War II Army Veteran and graduate of the University of Alabama, to The Board of Trustees of The University of Alabama to support Intercollegiate Athletics at The University of Alabama; and

WHEREAS, Mr. Citrano is a 1992 graduate of the University of Alabama and an ardent supporter of Crimson Tide Athletics; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Mr. Citrano’s generous support of Intercollegiate Athletics at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that a second-floor booth in the Athletic Dining Hall be named The Dr. Samuel J. Citrano Sr. Booth.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names a second-floor booth in the Athletic Dining Hall The Dr. Samuel J. Citrano Sr. Booth.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Boyd and Sue Batchelor Booth in the Athletic Dining Hall at UA

RESOLUTION

WHEREAS, Boyd C. Batchelor of Huntsville, Alabama, has contributed $10,000 in memory of Boyd and Sue Batchelor to The Board of Trustees of The University of Alabama to support Intercollegiate Athletics at The University of Alabama; and

WHEREAS, Mr. Batchelor is a former University of Alabama student and ardent supporter of Crimson Tide Athletics; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Mr. Batchelor’s generous support of Intercollegiate Athletics at the University, Dr.
Stuart R. Bell, President of The University of Alabama, recommends that a second-floor booth in the Athletic Dining Hall be named The Boyd and Sue Batchelor Booth.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names a second-floor booth in the Athletic Dining Hall The Boyd and Sue Batchelor Booth.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Webb Family Booth in the Athletic Dining Hall at UA

RESOLUTION

WHEREAS, Phillip M. Webb of Anniston, Alabama, has contributed $10,000 to The Board of Trustees of The University of Alabama to support Intercollegiate Athletics at The University of Alabama; and

WHEREAS, Phillip M. Webb is the president and chief executive officer of Webb Concrete & Building Materials; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Mr. Webb's generous support of Intercollegiate Athletics at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that a second-floor booth in the Athletic Dining Hall be named The Webb Family Booth.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names a second-floor booth in the Athletic Dining Hall The Webb Family Booth.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Commander and Mrs. Lee Allen Hallman Assistant Director of Sports Nutrition Office in the Athletic Dining Hall at UA
RESOLUTION

WHEREAS, Commander Lee Allen Hallman of Tuscaloosa, Alabama, has contributed $30,000 to The Board of Trustees of The University of Alabama to support Intercollegiate Athletics at The University of Alabama; and

WHEREAS, Commander Lee Allen Hallman received a bachelor of arts degree in 1979 and a master of arts degree in 2008 from The University of Alabama, both in human environmental sciences; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Commander Hallman's generous support of Intercollegiate Athletics at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that the Assistant Director of Sports Nutrition Office in the Athletic Dining Hall be named The Commander and Mrs. Lee Allen Hallman Assistant Director of Sports Nutrition Office.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names the Assistant Director of Sports Nutrition Office in the Athletic Dining Hall The Commander and Mrs. Lee Allen Hallman Assistant Director of Sports Nutrition Office.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Tom and Myra Kilgore Dean’s Parlor in H.M. Comer Hall at UA

RESOLUTION

WHEREAS, Tom D. and Myra Kilgore of Loudon, Tennessee, have contributed $200,000 toward a pledge of $500,000 to The Board of Trustees of The University of Alabama to support the College of Engineering at The University of Alabama; and

WHEREAS, Tom D. Kilgore, a native of Sand Mountain, Alabama, earned his bachelor of science degree in mechanical engineering in 1970 from The University of Alabama and also earned a master of science in mechanical engineering from Texas A&M University; and
WHEREAS, in 2005, Mr. Kilgore was appointed Chief Operating Officer of the Tennessee Valley Authority (TVA), and was appointed in 2006 by the TVA Board of Directors as the federal corporation’s first Chief Executive Officer; and

WHEREAS, Mr. Kilgore retired from the TVA in 2012; and

WHEREAS, in 2008, in honor of his wife, Myra Kilgore, Mr. Kilgore established the Myra Blevins Kilgore Endowed Scholarship in the College of Engineering at The University of Alabama; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Mr. and Mrs. Kilgore’s generous support of the College of Engineering at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that the dean’s parlor in H.M. Comer Hall be named the Tom and Myra Kilgore Dean’s Parlor in H.M. Comer Hall.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names the dean’s parlor in H.M. Comer Hall the Tom and Myra Kilgore Dean’s Parlor in H.M. Comer Hall.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Nall Gallery in Carmichael Hall at UA

RESOLUTION

WHEREAS, Fred “Nall” Hollis of Fairhope, Alabama, has contributed art works valued at $548,880 to The Board of Trustees of The University of Alabama to support the College of Education at The University of Alabama; and

WHEREAS, Fred “Nall” Hollis, professionally known as Nall, an acclaimed multi-medium artist and University of Alabama alumnus, has donated artwork to the College of Education that will be displayed in the third-floor rotunda of Carmichael Hall; and

WHEREAS, Nall was born and raised in Troy, Alabama, and earned a bachelor of arts degree in art from The University of Alabama in 1970; and
WHEREAS, he is currently based in Fairhope, Alabama, after spending a
great part of his career in France, where his Nature Art and Life League (N.A.L.L.)
offered apprenticeships to international students; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition
of Nall Hollis’ generous support of the College of Education at the University, Dr.
Stuart R. Bell, President of The University of Alabama, recommends that the third-
floor rotunda in Carmichael Hall be named the Nall Gallery.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The
University of Alabama that it hereby accepts the recommendation of the President
and names the third-floor rotunda in Carmichael Hall the Nall Gallery.

BE IT FURTHER RESOLVED that this resolution be spread upon the
permanent minutes of this Board.

Approving the Naming of The Nick and Janine Perdomo Family
Courtyard in the Performing Arts Academic Center at UA

RESOLUTION

WHEREAS, Nick Perdomo of North Miami Beach, Florida, has contributed
$100,000 toward a $500,000 pledge to The Board of Trustees of The University of
Alabama to support the College of Arts and Sciences at The University of Alabama;
and

WHEREAS, Nick Perdomo, Jr. was born in Washington, D.C., but moved
with his family to Miami in 1976; and

WHEREAS, in 1983, Mr. Perdomo joined the United States Navy and served
as an air traffic controller; and

WHEREAS, after his time in the Navy, he continued working as an air traffic
controller for the Federal Aviation Administration until 1996, when he decided to
follow in the footsteps of his father and grandfather and pursue cigar-making as a
full-time career; and

WHEREAS, what began as a part-time business in Mr. Perdomo’s garage in
1992 is now an internationally recognized company with more than 4,000 employees;
and
WHEREAS, he now serves as President and CEO of Perdomo Cigars, which produces millions of premium hand-made cigars for consumers around the world; and

WHEREAS, Janine Perdomo was born in New Jersey but moved with her family to Fort Lauderdale, Florida, at the age of 2; and

WHEREAS, she and Mr. Perdomo met while he was working as an air traffic controller at Miami International Airport, and the couple married when she turned 19; and

WHEREAS, Mrs. Perdomo now serves as chief operating officer of Perdomo Cigars, managing several parts of the business, including inventory control, accounting, and administration; and

WHEREAS, the Perdomos have two children, Nicholas and Natalie; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Mr. Perdomo’s generous support of the College of Arts and Sciences at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that the courtyard within the Performing Arts Academic Center be named the Nick and Janine Perdomo Family Courtyard.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names the courtyard within the Performing Arts Academic Center the Nick and Janine Perdomo Family Courtyard.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of The Dr. Harold D. Shambley and Mrs. Joyce Hall Shambley Dean’s Reception Area in Little Hall at UA

RESOLUTION

WHEREAS, Dr. Harold D. Shambley of Mitchellville, Maryland, has contributed $25,000 to The Board of Trustees of The University of Alabama to support the School of Social Work at The University of Alabama; and
WHEREAS, Dr. Shambley is a 1971 graduate of Tuscaloosa’s Druid High School and a 1977 graduate of the School of Social Work at The University of Alabama; and

WHEREAS, a veteran of the Vietnam conflict, Dr. Shambley reentered the military as an officer after graduating from the University, retiring in 1995 with the rank of major; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of Dr. Shambley’s generous support of the School of Social Work at the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that the dean’s office reception area in Little Hall be named the Dr. Harold D. Shambley and Mrs. Joyce Hall Shambley Dean’s Reception Area.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names the dean’s office reception area in Little Hall the Dr. Harold D. Shambley and Mrs. Joyce Hall Shambley Dean’s Reception Area.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Naming of Social Work Alumni Hall in Little Hall at UA

RESOLUTION

WHEREAS, alumni of the School of Social Work have contributed $8,454.79 toward pledges totaling $26,330 to The Board of Trustees of The University of Alabama to establish The Social Work Alumni Hall Endowed Scholarship at The University of Alabama; and

WHEREAS, in accordance with Board Rules 104 and 411, and in recognition of the donors’ generous gifts and continuing support of the University, Dr. Stuart R. Bell, President of The University of Alabama, recommends that the north vestibule in Little Hall be named Social Work Alumni Hall.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the recommendation of the President and names Little Hall’s north vestibule Social Work Alumni Hall.
BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Accepting Gift from Mr. Arthur M. Fairley, Expressing Appreciation, and Approving The Kit and Mac Fairley Café and Turret at the ArtPlay House of the Alys Robinson Stephens Performing Arts Center at UAB

RESOLUTION

WHEREAS, ArtPlay, a program of the Alys Robinson Stephens Performing Arts Center at The University of Alabama at Birmingham (UAB), was founded in 2002 on the belief that creative endeavors encourage self-awareness, teach discipline, and encourage communication between people of all backgrounds, and classes for every generation of aspiring artists are available in dance, music, visual arts, film, and theatre, facilitated by local arts organizations and individual teachers; and

WHEREAS, the program is located in the ArtPlay House, located at 1006 South 19th Street in Birmingham, and when this house was renovated, the University began a fundraising campaign in which definable portions of the house would be given donors’ names; and

WHEREAS, Mr. Arthur M. Fairley has carried on the tradition of his family in supporting both ArtPlay and the Alys Stephens Center, and he has recently designated ArtPlay as the recipient of a $300,000 bequest from his estate; and

WHEREAS, in consideration of this generous gift and the Fairley family’s incredible support of the arts at UAB and the Birmingham community, it is fitting that the café and turret within ArtPlay House be named The Kit and Mac Fairley Café and Turret to serve as a lasting tribute to their generosity and patronage; and

WHEREAS, pursuant to Board Rule 411, this gift exceeds the 50% minimum requirement for naming as documented in the attached memorandum;

NOW, THEREFORE, BE IT RESOLVED, by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude this generous gift and herewith approves naming of The Kit and Mac Fairley Café and Turret at ArtPlay House on behalf of the Alys Robinson Stephens Performing Arts Center at UAB.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Ms. Anna M. Thompson, Executive Director and Associate Vice President of the Alys Stephens Center, and to other appropriate officials of The University of Alabama at Birmingham.
Accepting Gift from The EyeSight Foundation of Alabama, Expressing Appreciation, and Approving The EyeSight Foundation of Alabama Exam Room on Behalf of Callahan Eye Hospital at UAB

RESOLUTION

WHEREAS, on November 6, 2015, The Board of Trustees of The University of Alabama approved the final project budget and provided authorization to execute a construction contract for the Operating Room Expansion at UAB Callahan Eye Hospital at The University of Alabama at Birmingham (UAB); and

WHEREAS, the University began a fundraising campaign in which definable portions of the operating room would be given donors’ names; and

WHEREAS, The EyeSight Foundation of Alabama has made tremendous contributions in support of the Callahan Eye Hospital and the UAB Department of Ophthalmology, and the Foundation has recently given a gift of $20,000, designated for the Hospital; and

WHEREAS, in consideration of this generous gift and The EyeSight Foundation of Alabama’s incredible support of ophthalmology at UAB and the Birmingham community, it is fitting that the exam room within Callahan Eye Hospital be named The EyeSight Foundation of Alabama Exam Room to serve as a lasting tribute to its generosity and patronage; and

WHEREAS, pursuant to Board Rule 411, this gift exceeds the 50% minimum requirement for naming as documented in the attached memorandum;

NOW, THEREFORE, BE IT RESOLVED, by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude this generous gift and herewith approves naming of The EyeSight Foundation of Alabama Exam Room on behalf of Callahan Eye Hospital at UAB.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Mr. Rett J. Grover, Interim Chief Executive Officer of UAB Callahan Eye Hospital, and to other appropriate officials of The University of Alabama at Birmingham.

Accepting Gifts and Pledges from Various Donors, Expressing Appreciation, and Establishing Naming Opportunities on Behalf of the Charles A. and Patsy W. Collat School of Business and The Bill L. Harbert Institute for Innovation and Entrepreneurship at UAB
RESOLUTION

WHEREAS, on February 6, 2015, and September 18, 2015, The Board of Trustees of The University of Alabama approved the Stage 1 and Stage 2 plans for construction of a new classroom and faculty office building for the Charles and Patsy Collat School of Business and The Bill L. Harbert Institute for Innovation and Entrepreneurship at The University of Alabama at Birmingham; and

WHEREAS, the University began a comprehensive fundraising campaign in which definable portions of the building would be given donors’ names; and

WHEREAS, pursuant to Board Rule 411, these gifts and pledges meet and/or exceed the minimum requirement for naming opportunities, and UAB officials request the acceptance of the gifts and pledges in recognition of the donors, separately and severally, per the attached spreadsheet;

NOW, THEREFORE, BE IT RESOLVED, by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts and pledges and herewith establishes these naming opportunities on behalf of the Charles A. and Patsy W. Collat School of Business and The Bill L. Harbert Institute for Innovation and Entrepreneurship at UAB.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Dr. Kathy Nugent, Executive Director of The Bill L. Harbert Institute for Innovation and Entrepreneurship; to Dr. Eric P. Jack, Dean of The Charles and Patsy Collat School of Business; and to other appropriate officials of The University of Alabama at Birmingham.

Pro tem Gray thanked Trustee Vandervoort for his report and reported that the Administrative Action Items are normally acted on as a unit, separately and collectively. He asked if there were questions or comments. There were none.

Pro tem Gray then recognized Secretary Sid Trant for a report on the Bylaws and Rules Amendments.

Secretary Trant said the draft amendments to Board Rule 501 in the Board Bylaws relating to the Strategic Planning Committee have been included in your
Board materials as an informational item. The goal is to obtain feedback on these proposed drafts and have a vote at the April Board meeting.

Pro Tem called for a vote to approve the Administrative Action Items separately and collectively. On the motion of Trustee Espy, seconded by Trustee Morrissette the Board unanimously adopted the following resolution:

Accepting gift, expressing appreciation, and establishing The Dewey Camp Endowed Scholarship in Opera at UA

RESOLUTION

WHEREAS, Dewey W. Camp Jr. of San Francisco, California, has contributed $27,175.75, including earnings, to The Board of Trustees of The University of Alabama to promote the education of students in the School of Music within the College of Arts and Sciences at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Dewey Camp Endowed Scholarship in Opera in the College of Arts and Sciences for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students who are enrolled in the School of Music and are majoring in vocal performance. Additional preference shall be given to students involved in the opera program.

2. Recipients shall be determined by the standing scholarship committee of the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. The committee may also include the Director of the School of Music and the Director of the Opera Program. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.
3. Persons or entities desiring to contribute to The Dewey Camp Endowed Scholarship in Opera in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Mr. Dewey Camp, a University of Alabama alumnus and a devoted teacher of opera, wishes to support the training of young singers at The University of Alabama; and

WHEREAS, through this endowment, the donor wishes to support academic excellence in the School of Music within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Mr. Camp and establishes The Dewey Camp Endowed Scholarship in Opera in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor’s intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Accepting gifts, expressing appreciation, and establishing The Harvel Gordon Deas Jr. Endowed Engineering Scholarship at UA

RESOLUTON

WHEREAS, Harvel Gordon Deas Jr. of Monroeville, Alabama, has contributed $29,400.42, including earnings, to The Board of Trustees of The University of Alabama to promote the education of students in the College of Engineering at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Harvel Gordon
Deas Jr. Endowed Engineering Scholarship in the College of Engineering for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to full-time students who are enrolled in the College of Engineering.

2. Recipients shall be determined by the standing scholarship committee of the College of Engineering. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Harvel Gordon Deas Jr. Endowed Engineering Scholarship in the College of Engineering shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Harvel Gordon Deas Jr. was born on July 9, 1944, in Atmore, Alabama; and

WHEREAS, Mr. Deas earned a bachelor of science degree in mechanical engineering from The University of Alabama in 1967; and

WHEREAS, while attending the University, Mr. Deas was a member of Kappa Alpha and Theta Tau; and

WHEREAS, Mr. Deas is married to Joann Frazier Deas, and they are the proud parents of three children; and

WHEREAS, Mr. Deas is currently the president of Deas Building Supply in Monroeville, Alabama; and

WHEREAS, through this endowment, the donor wishes to support academic excellence within the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of the donor and establishes The Harvel Gordon Deas Jr. Endowed Engineering Scholarship in the College of Engineering as a restricted endowed fund.
BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor's intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Harvel Gordon Deas Jr. to share with family and friends.

Accepting gifts of Friends of The University of Alabama Gadsden Center, expressing appreciation, and establishing The Gadsden Center Quasi-Endowed Scholarship at UA

RESOLUTION

WHEREAS, friends of The University of Alabama Gadsden Center have contributed $21,485.52 to The Board of Trustees of The University of Alabama in honor of Randall Gene Holland to support the Center and to promote the education of students in the College of Continuing Studies at The University of Alabama; and

WHEREAS, the College of Continuing Studies has directed $1,150 from the Gadsden Center Support Fund to be used for the same purpose; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a restricted quasi-endowed fund to be named The Gadsden Center Quasi-Endowed Scholarship in the College of Continuing Studies for the purposes and upon the conditions set out below by Randall Gene Holland, Bibb Hallmark Holland, and E. E. (Skip) Campbell on behalf of the donors:

1. Priority of consideration shall be given to students who are enrolled in a program facilitated through the College of Continuing Studies at the Gadsden Center, a program offered by the College of Education at the Gadsden Center, or an undergraduate student in the New College Lifetrack program.

2. Recipients shall be determined by the standing scholarship committee of the College of Continuing Studies. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and
procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Should The University of Alabama Gadsden Center cease to exist, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended at the discretion of the Dean of the College of Continuing Studies, subject to the approval of the President of the University.

4. Persons or entities desiring to contribute to The Gadsden Center Quasi-Endowed Scholarship in the College of Continuing Studies shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, for nearly 70 years, students from north Alabama, northwest Georgia, and southeast Tennessee have been served by The University of Alabama Gadsden Center; and

WHEREAS, the team at The University of Alabama Gadsden Center is committed to ensuring student success; and

WHEREAS, through this quasi-endowment, the donors wish to support academic excellence at The University of Alabama Gadsden Center within the College of Continuing Studies at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes The Gadsden Center Quasi-Endowed Scholarship in the College of Continuing Studies as a restricted quasi-endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute a quasi-endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for quasi-endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Randall Gene Holland, Bibb Hallmark Holland, and E. E. (Skip) Campbell to share with family and friends.
Accepting gifts of Friends and family of the late Ciara Charmayn Malloy, expressing appreciation, and establishing The Ciara Charmayn Malloy Memorial Endowed Scholarship at UA

RESOLUTION

WHEREAS, friends and family of the late Ciara Charmayn Malloy, formerly of Tuscaloosa, Alabama, have contributed $34,328.69, including earnings, to The Board of Trustees of The University of Alabama to honor her memory and to promote the education of students in the Culverhouse College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Ciara Charmayn Malloy Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to juniors or seniors who are majoring in management information systems within the Culverhouse College of Commerce and Business Administration and who demonstrate financial need, although not necessarily need as defined by federal guidelines. To the extent permitted by law, additional priority of consideration shall be given to students whose enrollment would enhance the diversity of the Culverhouse College of Commerce and Business Administration’s student population, thereby improving the quality of the Culverhouse College of Commerce and Business Administration’s educational experience and product.

2. Recipients shall be determined by the standing scholarship committee of the Culverhouse College of Commerce and Business Administration. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Ciara Charmayn Malloy Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing this fund; and
WHEREAS, Ciara Charmayn Malloy was born on April 5, 1995, in Portsmouth, Virginia; and

WHEREAS, Ms. Malloy attended Josephine Dobbs Clement Early College High School in Durham, North Carolina, where she graduated posthumously in May 2013 with a 4.3 grade point average on a 4.0 scale; and

WHEREAS, Ms. Malloy was an avid softball player from the age of 5 and will forever be a Southern High School Lady Spartan, where she was a fierce shortstop warrior and champion; and

WHEREAS, a devoted University of Alabama fan, Ms. Malloy named her red Volkswagen Beetle “Big Al” and her beloved dog “Crimson Tide”; and

WHEREAS, she had planned on returning “home” to Tuscaloosa to attend The University of Alabama and major in business administration and kinesiology at the undergraduate level and then pursue a master’s degree in sports management to achieve her dream of becoming a sports agent in the NFL or NBA; and

WHEREAS, a sweet, intelligent, and beautiful young lady, Ms. Malloy was a very determined person, a gladiator, up for any challenge and sought excellence in everything she did, a student first and an athlete second; and

WHEREAS, she always aimed for perfection, excelled academically and athletically all of her life, was a natural leader and mentor, and was a determined individual that worked hard to achieve her goals; and

WHEREAS, Ms. Malloy passed away on September 15, 2012, and is sorely missed by her friends and family; and

WHEREAS, through this endowment, the donors wish to honor the memory of Ciara Charmayn Malloy and to support academic excellence within the Culverhouse College of Commerce and Business Administration at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes The Ciara Charmayn Malloy Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held,
invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors' intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Accepting gifts of James I. Pate, Debra Sue Pate, and Laura Katrine Pate, expressing appreciation, and establishing The Dorothy Sue Jordan Pate Endowed Scholarship in Psychology at UA

RESOLUTION

WHEREAS, James L. Pate of Atlanta, Georgia, Debra Sue Pate of Jackson, Mississippi, and Laura Katrine Pate of Atlanta, Georgia, have directed $54,000 from individual retirement accounts to The Board of Trustees of The University of Alabama to honor the memory of his wife and their mother, Dorothy Sue Jordan Pate, and to promote the education of students in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Dorothy Sue Jordan Pate Endowed Scholarship in Psychology in the College of Arts and Sciences for the purposes and upon the conditions set out below:

1. To the extent permitted by law, priority of consideration shall be given to first-year female graduate students enrolled full time in the College of Arts and Sciences and pursuing a degree in psychology. Recipients shall be selected in accordance with the procedures developed in compliance with Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder.

2. Recipients shall be determined by the graduate admissions committee of the Department of Psychology in the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or
such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Dorothy Sue Jordan Pate Endowed Scholarship in Psychology in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

4. The scholarship may be renewable for one year, provided the scholarship committee deems the recipient’s performance and academic progress satisfactory and provided the recipient remains enrolled in the College of Arts and Sciences pursuing a degree in psychology.

WHEREAS, Dorothy Sue Jordan was born in Talladega, Alabama, on December 22, 1933, to parents Kate Powell Norman and Troy Carlton Jordan; and

WHEREAS, she grew up in Mobile, Alabama, and graduated in 1951 from Murphy High School, where she played the saxophone in the marching band; and

WHEREAS, she was a student at The University of Alabama from 1951 to 1954 and was a member of Alpha Xi Delta sorority, where she served as chapter vice president from 1953 to 1954; and

WHEREAS, she met her husband, James L. Pate, in a psychology class at the University, and the couple were married in June 1954; and

WHEREAS, Ms. Pate resumed her studies at the University in 1959 and earned a bachelor of science degree in psychology in 1960 before attending graduate school; and

WHEREAS, while pursuing her master’s degree in clinical psychology, she worked as an intern at Partlow State School and at Bryce Hospital; and

WHEREAS, when the family moved to Atlanta, Georgia, Ms. Pate began attending Georgia State University, where she studied English; and

WHEREAS, throughout her career, she held several administrative positions, including with McGraw Hill Book Company; the law firm Long, Aldridge, Heiner, Stevens, and Sumner; and various cable television companies; and

WHEREAS, Dr. and Ms. Pate have two daughters, Debra Sue Pate and Laura Katrine Pate; and
WHEREAS, Ms. Pate died on November 5, 2012, in Atlanta, Georgia, and is dearly missed by her family and many friends; and

WHEREAS, through this endowment, the donors wish to honor the memory of his wife and their mother and to support academic excellence within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of James L. Pate, Debra Sue Pate, and Laura Katrine Pate and establishes The Dorothy Sue Jordan Pate Endowed Scholarship in Psychology in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors' intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to James L. Pate, Debra Sue Pate, and Laura Katrine Pate to share with family and friends.

Accepting gift towards a pledge of Nick and Janine Perdomo, expressing appreciation, and establishing The Perdomo Family Endowed Scholarship at UA

RESOLUTION

WHEREAS, Nick and Janine Perdomo of North Miami Beach, Florida, have contributed $25,000 toward a $125,000 pledge to The Board of Trustees of The University of Alabama to promote the education of students in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Perdomo Family Endowed Scholarship in the College of Arts and Sciences for the purposes and upon the conditions set out below:
1. Priority of consideration shall be given to first-generation students who are enrolled in the College of Arts and Sciences and who demonstrate financial need, although not necessarily need as defined by federal guidelines.

2. Recipients shall be determined by the standing scholarship committee of the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Perdomo Family Endowed Scholarship in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Nick Perdomo, Jr. was born in Washington, D.C., but moved with his family to Miami in 1976; and

WHEREAS, in 1983, Mr. Perdomo joined the United States Navy and served as an air traffic controller; and

WHEREAS, after his time in the Navy, he continued working as an air traffic controller for the Federal Aviation Administration until 1996, when he decided to follow in the footsteps of his father and grandfather and pursue cigar-making as a full-time career; and

WHEREAS, what began as a part-time business in Mr. Perdomo’s garage in 1992 is now an internationally recognized company with more than 4,000 employees; and

WHEREAS, he now serves as President and CEO of Perdomo Cigars, which produces millions of premium hand-made cigars for consumers around the world; and

WHEREAS, Janine Perdomo was born in New Jersey but moved with her family to Fort Lauderdale, Florida, at the age of 2; and
WHEREAS, she and Mr. Perdomo met while he was working as an air traffic controller at Miami International Airport and the couple married when she turned 19; and

WHEREAS, Mrs. Perdomo now serves as chief operating officer of Perdomo Cigars, managing several parts of the business, including inventory control, accounting, and administration; and

WHEREAS, the Perdomos have two children, Nicholas and Natalie; and

WHEREAS, through this endowment, the donors wish to support academic excellence within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of the donors and establishes The Perdomo Family Endowed Scholarship in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Nick and Janine Perdomo to share with family and friends.

Accepting gift, including earnings, of Joshua P. Hammond, expressing appreciation, and establishing The Joseph Reid Skinner Memorial Endowed Scholarship at UA

RESOLUTION

WHEREAS, Joshua P. Hammond of Memphis, Tennessee, along with friends and family of Mr. Joseph Reid Skinner, have contributed $37,599.91, including earnings, to The Board of Trustees of The University of Alabama to honor the memory of Mr. Skinner, and to promote the education of students in the Culverhouse
College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Joseph Reid Skinner Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students who are enrolled in the Culverhouse College of Commerce and Business Administration, who are members in good standing of Phi Gamma Delta Fraternity, and who exhibit strong character such as leadership, community service, and academic achievement. Recipients shall be selected in accordance with the procedures developed in compliance with Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder.

2. Recipients shall be determined by the standing scholarship committee of the Culverhouse College of Commerce and Business Administration. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Joseph Reid Skinner Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, good friends and family have come together to honor their dear friend, Joseph Reid Skinner, with this University of Alabama memorial endowed scholarship; and

WHEREAS, Mr. Skinner was a native of Birmingham, Alabama, and graduated from Mountain Brook High School; and

WHEREAS, in 1992, he received a bachelor of science degree in commerce and business administration from the University, where he was a proud member of the Theta Chapter of Phi Gamma Delta Fraternity; and
WHEREAS, after graduation, Mr. Skinner entered the real estate appraisal business with his father, T. “Julian” Skinner III, who was also a proud alumnus of the University; and

WHEREAS, Mr. Skinner later founded Real Property Solutions, Inc., a real estate appraisal company focusing on commercial and industrial appraisals all over the state of Alabama; and

WHEREAS, he passed away on June 7, 2013, at the age of 33 and is truly missed by his friends and family; and

WHEREAS, according to the wishes of his mother, Mrs. Nancy W. Skinner, and brother, Mr. Thomas “Jay” Skinner IV, this scholarship will emphasize those traits most associated with Joe Skinner’s charm by focusing on character, fellowship, and inclusion; and

WHEREAS, throughout his life, he always remained a dedicated and loyal fan of his beloved Crimson Tide, as described in the words of his Alma Mater:

“Faithful, loyal, firm, and true
Heart bound to heart will beat
Year by year, the ages through
Until in Heaven we meet”; and

WHEREAS, through this endowment, the donors wish to honor the memory of Joseph Reid Skinner and to support academic excellence within the Culverhouse College of Commerce and Business Administration at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes The Joseph Reid Skinner Memorial Endowed Scholarship in the Culverhouse College of Commerce and Business Administration as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.
BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Accepting Equine Gift (Cee Ya in Hollywood) of Kevin and Francesca Smith, and expressing appreciation

RESOLUTION

WHEREAS, Kevin and Francesca Smith of Lexington, Kentucky, have gifted a Quarter Horse gelding to The Board of Trustees of The University of Alabama to support the needs of the Equestrian Program at The University of Alabama; and

WHEREAS, according to the American Society of Equine Appraisers, the fair market value of the horse as of December 20, 2017, was $25,000; and

WHEREAS, the horse being duly examined by a licensed veterinarian, the University recommends that the Board of Trustees accept the gift of the animal, a Quarter Horse named Cee Ya In Hollywood, and that the horse be used for the support of the Equestrian Program at The University of Alabama according to the donor’s intentions, which may include, but are not limited to, the horse being used for training, performing horsemanship and reining, shows, traveling to shows, marketing for the program and other activities of the program;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts this generous gift of one Quarter Horse gelding, as well as the University’s recommendation for its use.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Kevin and Francesca Smith to share with family and friends.

Accepting Equine Gift (Hot N Spectacular) of Kevin and Francesca Smith, and expressing appreciation

RESOLUTION

WHEREAS, Kevin and Francesca Smith of Lexington, Kentucky, have gifted a Quarter Horse gelding to The Board of Trustees of The University of Alabama to support the needs of the Equestrian Program at The University of Alabama; and

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WHEREAS, according to the American Society of Equine Appraisers, the fair market value of the horse as of December 20, 2017, was $20,000; and

WHEREAS, the horse being duly examined by a licensed veterinarian, the University recommends that the Board of Trustees accept the gift of the animal, a Quarter Horse named Hot N Spectacular, and that the horse be used for the support of the Equestrian Program at The University of Alabama according to the donor’s intentions, which may include, but are not limited to, the horse being used for training, performing horsemanship and reining, shows, traveling to shows, marketing for the program and other activities of the program;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts this generous gift of one Quarter Horse gelding, as well as the University’s recommendation for its use.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Kevin and Francesca Smith to share with family and friends.

Accepting gift of Dr. Richard B. McElvein, expressing appreciation, and establishing The Dr. Richard B. and Priscilla P. McElvein Endowed Medical Scholarship at UAB

RESOLUTION

WHEREAS, Dr. Richard B. McElvein has generously contributed a $500,000 gift to create an endowed scholarship to support medical students in the School of Medicine at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is the donor’s desire that these funds be used to support deserving medical students, enabling them to set aside their financial concerns to concentrate fully on their academic pursuits, develop their clinical and research skills, and maintain their commitment to hard work as they progress toward careers in the field of medicine; and

WHEREAS, it is most fitting that this endowed scholarship be named the Dr. Richard B. and Priscilla P. McElvein Endowed Medical Scholarship to honor and pay tribute to the McElvein family’s outstanding contributions not only to Birmingham and UAB, but also to the field of medicine; and

WHEREAS, born May 1, 1927, in Cohoes, New York, to Rev. George Frederick McElvein and Bessie Robinson McElvein, Richard B. McElvein earned his bachelor’s degree from Williams College in 1947 and attained his medical degree
from the Tufts University School of Medicine in 1951, and he subsequently completed residencies in multiple surgical disciplines, all while serving his country in the U.S. Navy Reserve Medical Corps; and

WHEREAS, born to Edwin Maynard Partridge and Helen Mae MacDonald Partridge in Chicago, Illinois, in 1927, Priscilla Partridge met Dr. McElvein in 1950 and married him October 6 of the following year; and

WHEREAS, in the course of their 58-year-long partnership, they became proud parents to three children, Douglas Burr McElvein, Bruce Burr McElvein, and Heather McElvein Malaby, and loving grandparents to six grandchildren; and

WHEREAS, after completing his residency in thoracic surgery at the University of Michigan in 1961, Dr. McElvein and his family moved to Lexington, Kentucky, where Dr. McElvein distinguished himself through his private practice, while Mrs. McElvein became a leading member of the community; and

WHEREAS, in 1976, Dr. John Kirklin recruited Dr. McElvein to UAB to oversee the creation of the School of Medicine’s General Thoracic Surgery program, beginning a nearly two-decade tenure as one of the faculty’s foremost physicians and lecturers, serving on numerous editorial boards and medical societies and being recognized by *Good Housekeeping* as one of America’s best doctors; and

WHEREAS, in addition to his clinical and educational responsibilities, Dr. McElvein served as the founding editor of *Synopsis*, a magazine reporting on the research, publications, and other notable work of UAB medical and dental staff, before his retirement in May 1993; and

WHEREAS, during her husband’s career, Mrs. McElvein worked as a professional registered parliamentarian, volunteering her time and expertise to dozens of organizations, in addition to her many hobbies and activities as an accomplished genealogist, needlepointer, pianist, golfer, Girl Scouts leader, and church deacon, before passing away in June 2009 at the age of 81; and

WHEREAS, Dr. McElvein resides in Falmouth, Massachusetts, and enjoys painting and sketching with graphite, is active in his church, and golfs three times a week; and

WHEREAS, this endowed scholarship will have an enduring effect on the lives of the patients who benefit from the knowledge and skills its recipients will gain during their years at the School, and it will be of significant and lasting value to the University and the advancement of medicine;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude this generous gift and
herewith approves establishment of the Dr. Richard B. and Priscilla P. McElvein Endowed Medical Scholarship, a pure endowment of the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. Richard B. McElvein to share with family and friends; to Dr. Christina J. Grabowski, Associate Dean for Admissions and Enrollment Management; to Dr. Craig J. Hoesley, Senior Associate Dean for Medical Education; to Dr. Selwyn M. Vickers, Senior Vice President and Dean of the School of Medicine; and to other appropriate officials of The University of Alabama at Birmingham.

Accepting gift of the University of Alabama Health Services Foundation, expressing appreciation, and establishing The Translational Research Endowed Professorship in Pathology at UAB

(See Page 53)

Accepting gift of Mr. and Mrs. Edward Burns Roensch, expressing appreciation, and establishing The J. Benjamin Younger M.D.-Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility at UAB

(See Page 51)

Approving a name change of The Gary C. April Endowed Scholarship to The Gary C. and Lynne S. April Endowed Scholarship at UA

RESOLUTION

WHEREAS, The Gary C. April Endowed Scholarship was established by action of The Board of Trustees of The University of Alabama on November 14, 2008, through a duly adopted resolution utilizing gifts contributed by members of the Chemical and Biological Engineering Advisory Board; and

WHEREAS, John W. Covington III, on behalf of the donors, requests that The Board of Trustees of The University of Alabama revise the resolution to change the name of the scholarship; and

WHEREAS, in addition, the Office of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style;
NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the revised resolution shall read as follows:

WHEREAS, members of the Chemical and Biological Engineering Advisory Board have contributed gifts to The Board of Trustees of The University of Alabama to promote the education of deserving students in the College of Engineering at The University of Alabama; and

WHEREAS, these gifts have been placed in The Gary C. and Lynne S. April Endowed Scholarship fund and shall be maintained for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students pursuing degrees in the Department of Chemical and Biological Engineering.

2. Recipients shall be determined by the standing scholarship committee of the College of Engineering. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Should the Department of Chemical and Biological Engineering at The University of Alabama cease to exist, and if consistent with the policies of The Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donors’ intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.

4. Persons or entities desiring to contribute to The Gary C. and Lynne S. April Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund.

WHEREAS, after 38 years of distinguished service, Dr. Gary C. April retired in 2007 from The University of Alabama, where he served as a professor and Head of the Department of Chemical and Biological Engineering; and

WHEREAS, during his tenure on the chemical engineering faculty, Dr. April authored and co-authored more than 50 published papers and presented at a number of professional conferences and colloquia; and
WHEREAS, a well-known scholar in his field, Dr. April conducted personal research in the areas of waste minimization, biomass conversion, and mathematical simulation of natural reacting systems; and

WHEREAS, credited with bringing Project R.O.S.E, a used-oil recycling program that garnered national media attention, to The University of Alabama, Dr. April received the American Institute of Chemical Engineers (AIChE) Service to Society Award, the T. Morris Hackney Faculty Leadership Award, the AIChE Outstanding Professor Award, and the Algernon Sydney Sullivan Award; and

WHEREAS, while at the Capstone, Dr. April made invaluable contributions to the Department of Chemical and Biological Engineering as a professor, researcher, mentor, and colleague; and

WHEREAS, through this endowment, the donors wish to support academic excellence within the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of The Gary C. and Lynne S. April Endowed Scholarship, a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past and future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Revision of The Angelo Richard Spinola Education Scholarship at UA

RESOLUTION

WHEREAS, The Angelo Richard Spinola Education Scholarship was established by action of The Board of Trustees of The University of Alabama on September 18, 2015, through a duly adopted resolution utilizing gifts contributed by the estate of Tommasina Spinola, formerly of Denville, New Jersey; and

WHEREAS, the executor of Tommasina Spinola’s estate, Judith Ann Spinola, daughter of Tommasina and Angelo Spinola, on behalf of the estate, requests that The Board
of Trustees of The University of Alabama unendow the quasi-endowed scholarship and allow the College of Arts and Sciences to award the funds from the bequest for scholarships immediately.

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of the request from the legal representation of the donor, the revised resolution shall read as follows:

WHEREAS, Tommasina Spinola, deceased, formerly of Denville, New Jersey, bequeathed through her last will and testament $80,000 to The University of Alabama to promote the education of deserving students in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, these gifts have been placed in The Angelo Richard Spinola Education Scholarship fund and shall be awarded upon the conditions set out below:

1. Priority of consideration shall be given to full-time undergraduate students enrolled in the College of Arts and Sciences who demonstrate financial need, although not necessarily need as defined by federal guidelines, and intend to pursue a career in teaching.

2. Recipients shall be determined by the standing scholarship committee of the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to The Angelo Richard Spinola Education Scholarship shall be free to do so provided they accept the conditions governing this fund.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby unendows the quasi-endowment and adopts the conditions described herein for future governance of The Angelo Richard Spinola Education Scholarship.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Helen H. and John Key McKinley Gift Fund and the Helen H. and John Key McKinley Endowed gift Fund at UA
RESOLUTION

WHEREAS, a memorandum of agreement was executed on June 10, 1989, between The University of Alabama and the late Helen H. and John Key McKinley to promote academic and service excellence at The University of Alabama by funding several separate awards at the University bearing the McKinley name; and

WHEREAS, Mark McKinley, son of Helen and John McKinley and duly authorized as the McKinley family’s donor representative by Mr. John McKinley before his passing, now requests that the 1989 memorandum of agreement be adapted and that a resolution be executed to consolidate all existing McKinley annual gift funds with the Merrymac-McKinley Foundation Gift Fund to establish one comprehensive restricted quasi-endowed fund that will fund several awards and scholarships from the same account; and

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the resolution shall read as follows:

WHEREAS, the family of the late Helen H. and John Key McKinley hopes and expects it will be in a position in the future to contribute ongoing gifts on behalf of Helen and John McKinley and the Merrymac-McKinley Foundation to The Helen H. and John Key McKinley Gift Fund to promote the education of full-time students at the University; and

WHEREAS, The University of Alabama, after consultation with Mark McKinley, son of Helen and John McKinley and duly authorized as the McKinley family’s donor representative, also requests on behalf of the donors that the remaining balance in the following annual gift funds – the Helen H. and John Key McKinley Restricted Gift Fund; the Merrymac-McKinley Gift Fund; the Vergil Parks McKinley, Sr. Employee Award; the Mary Emma Key McKinley Memorial Scholarship in Early Childhood Education; the John Key McKinley Creativity Scholarship in Engineering or Science; the Vergil Parks McKinley, Sr. Student Excellence Award; the McKinley Marksmanship Award; and the Helen McKinley Excellence in Nursing Scholarship – be consolidated into one restricted quasi-endowed fund to be named The Helen H. and John Key McKinley Gift Fund; and

WHEREAS, Mark McKinley has also restated on behalf of the McKinley family that at this time the General Electric securities, Johnson & Johnson securities and Vanguard High Yield securities contributed to the University by the family and held separately by the University shall remain as is and shall not be liquidated; and

WHEREAS, any and all cash shall be invested in the University’s Pooled Endowment Fund; and

WHEREAS, any excess income or unexpended earnings earned annually by the quasi-endowment over and above the University’s standard spending rate as established by The Board of Trustees will enhance the market value of the fund; and
WHEREAS, the procedures and practices for managing the quasi-endowment shall be the same as those for permanently endowed funds at the University, requiring Board of Trustees approval to spend the quasi-endowment’s principal; and

WHEREAS, the balances of these funds shall be placed in The Helen H. and John Key McKinley Gift Fund and shall be maintained for the expenditures set out below:

1. Twelve percent of earnings shall be used to annually award the Mary Emma Key McKinley Memorial Scholarship in Early Childhood Education. This scholarship will go to full-time students majoring in early childhood education.

2. Twelve percent of earnings shall be used to annually award one or more John K. McKinley Creativity Scholarships in Engineering or Science. These scholarships shall reward creativity and innovation to junior- and senior-level students who are pursuing unique research projects in their areas of major study.

3. Six percent of the earnings shall be used to annually award the Helen McKinley Excellence in Nursing Scholarship. Candidates for this award will be students pursuing a bachelor’s degree in nursing or participating in a curriculum leading to a registered nurse position or higher graduate school education in nursing. To be eligible to receive this scholarship the individual would have had to complete at least two prior semesters in a satisfactory manner in the Capstone College of Nursing.

4. Six percent of the earnings will comprise the McKinley Marksmanship Award, to be given annually to an outstanding Army ROTC cadet who has been determined by superiors, either through competition or observation, to be the best marksman at The University of Alabama.

5. Six percent of earnings shall be awarded annually as McKinley Military Scholarships, to be given annually to one or more outstanding Army ROTC cadets who have been determined by superiors as deserving of recognition.

6. Fourteen percent of earnings shall comprise the Vergil Parks McKinley Sr. Employee Awards, given to one or more employees at the University who by deed or idea make a significant contribution to The University of Alabama’s mission of teaching, research, and service.
7. Forty-four percent of the earnings shall be awarded annually as Vergil Parks McKinley Sr. Student Excellence Awards. These awards will be given to one or more outstanding students enrolled in the Honors College at The University of Alabama who demonstrate financial need, though not necessarily need as defined by federal guidelines.

8. Mr. McKinley has also asked that his family continue to receive annual accounting of the quasi-endowment, notice of scholarship distributions and awards from the funds listed above, and that he or his designee(s) shall be allowed to participate in recommendations for fund expenditures, with the understanding that full authority to determine award or scholarship recipients under the criteria above belongs to The University of Alabama.

9. In the event that the earnings created by this restricted quasi-endowment are not sufficient to adequately fund the above scholarships and awards, the University may notify Mr. McKinley, who may choose to make an additional gift for the shortfall.

WHEREAS, through this restricted quasi-endowment, Mark McKinley wishes to support academic and service excellence at The University of Alabama and to honor his parents, Helen H. and John Key McKinley; his grandfather, Vergil Parks McKinley, Sr.; the Merrimac-McKinley Foundation; and their strong ties and commitment to the University; and

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of The Helen H. and John Key McKinley Gift Fund, a restricted quasi-endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past contributions to this fund shall constitute a restricted quasi-endowed corpus, which will be held, invested, maintained, and administered by the University according to its policies and procedures adopted from time to time for restricted quasi-endowed funds, and that the restricted quasi-endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED, The Board of Trustees of The University of Alabama shall also establish a related true endowed fund to accept future gifts from family and friends for the same purpose, which will function together with the Helen H. and John Key McKinley Gift Fund and be named The Helen H. and John Key McKinley Endowed Gift Fund; and
BE IT RESOLVED by The Board of Trustees of The University of Alabama that it establishes The Helen H. and John Key McKinley Endowed Gift Fund as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donor’s intent as stated therein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

Approving Revision of The Robert Ross MacDonald Memorial Endowed Scholarship at UA

RESOLUTION

WHEREAS, The Robert Ross MacDonald Memorial Endowed Scholarship was established by action of The Board of Trustees of The University of Alabama on November 3, 1998, through a duly adopted resolution utilizing gifts contributed by friends and family of Robert Ross MacDonald; and

WHEREAS, The Robert Ross MacDonald Memorial Endowed Scholarship #2 was established by action of The Board of Trustees of The University of Alabama on June 15, 2012, through a duly adopted resolution utilizing gifts contributed by family of Robert Ross MacDonald; and

WHEREAS, a memorandum of agreement was executed December 13, 2011, between The University of Alabama and the family of Robert Ross MacDonald, who pledged to contribute $20,000 to the Board of Trustees of the University to establish The Robert Ross MacDonald Memorial Endowed Scholarship #3; and

WHEREAS, Mr. K. Bruce MacDonald, on behalf of the donors, now requests that The Board of Trustees of The University of Alabama revise the resolutions and the memorandum of agreement to combine these funds into one scholarship to be called The Robert Ross MacDonald Memorial Endowed Scholarship; and

WHEREAS, in addition, the Office of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style;

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the revised resolution shall read as follows:
WHEREAS, family, friends, and business associates of the late Robert Ross MacDonald have contributed gifts to The Board of Trustees of The University of Alabama to promote the education of deserving students in the College of Continuing Studies at The University of Alabama; and

WHEREAS, these gifts have been placed in The Robert Ross MacDonald Memorial Endowed Scholarship fund and shall be maintained for the purposes and upon the conditions set out below by K. Bruce MacDonald, on behalf of the donors:

1. Priority of consideration shall be given to undergraduate students who are residents of Alabama, first from families involved in the trucking industry, and second from families in businesses that indirectly support the trucking industry. In the event there are no applicants from the trucking industry or businesses that indirectly support the trucking industry, awards may be given at the discretion of the Dean of the College of Continuing Studies. The donors desire that the scholarship be awarded to undergraduate students with a grade point average of 2.5 or above on a 4.0 scale.

2. This scholarship shall be awarded to applicants who intend to enroll in academic programs facilitated through the College of Continuing Studies, with priority given to deserving students who demonstrate financial need, although not necessarily need as defined by federal guidelines.

3. The scholarship may be renewable for each of the subsequent years of a recipient’s undergraduate education provided the scholarship committee deems the recipient’s performance and academic progress satisfactory and provided the recipient remains enrolled in the College of Continuing Studies.

4. Recipients shall be determined by the standing scholarship committee of the College of Continuing Studies. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Admissions or such University office designated by the President for coordination of such awards.

5. Persons or entities desiring to contribute to The Robert Ross MacDonald Memorial Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund.
WHEREAS, Robert Ross MacDonald served as chairman of the board of Cummins Alabama, Inc., headed the committee to establish the transportation department of Alabama, served as chairman of the board of the Alabama Trucking Association, and received the H. Chester Webb Award; and

WHEREAS, Mr. MacDonald was married to Lucille MacDonald and was the father of one son, K. Bruce MacDonald, and two daughters, Marcia MacDonald Jacobs and Sue MacDonald Darby; and

WHEREAS, Mr. MacDonald passed away on November 4, 1992, and has been sorely missed by all those who knew and loved him; and

WHEREAS, through this endowment, the donors wish to honor the memory of Robert Ross MacDonald and to support academic excellence within the College of Continuing Studies at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of The Robert Ross MacDonald Memorial Endowed Scholarship, a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past and future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this board.

Approving Revision of The Wallace C. and Dorothy E. Johnson Endowed Geological Sciences Support Fund at UA

RESOLUTION

WHEREAS, The Wallace C. Johnson Endowed Support Fund was established by action of The Board of Trustees of The University of Alabama on November 10, 2006, through a duly adopted resolution utilizing gifts contributed by the family and friends of Wallace C. Johnson; and

WHEREAS, Jeffrey K. Toxey, on behalf of the donors, requests that The Board of Trustees of The University of Alabama revise the resolution to change the name of the fund to honor Mr. Wallace C. Johnson and Mrs. Dorothy E. Johnson; and
WHEREAS, in addition, the Office of Advancement at The University of Alabama requests the resolution be revised to reflect current University policies and procedures and to conform to University of Alabama standard language and editorial style;

NOW, THEREFORE, BE IT RESOLVED THAT, as a result of these changes, the revised resolution shall read as follows:

WHEREAS, family and friends of Wallace C. Johnson, deceased, have contributed gifts to The Board of Trustees of The University of Alabama to honor the memories of Wallace C. Johnson and Dorothy E. Johnson and to promote the education of deserving students pursuing studies in the Department of Geological Sciences in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, these gifts have been placed in The Wallace C. and Dorothy E. Johnson Endowed Geological Sciences Support Fund and shall be maintained for the purposes and upon the conditions set out below:

1. Endowment earnings shall be used to provide cash awards to promising students enrolled full-time in the Department of Geological Sciences. Priority of consideration shall be given to the funding of field-based learning and research by undergraduate students. Uses for the earnings may include, but not be limited to, geological field courses and independent research studies.

2. The endowment earnings shall be determined by the chairperson of the Department of Geological Studies in consultation with the faculty of the department and in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Arts and Sciences and the President of the University.

3. Should the Department of Geological Sciences cease to exist at The University of Alabama, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donors’ intent, as stated herein, at the discretion of the Dean of the College of Arts and Sciences and with the approval of the President of the University.

4. Persons or entities desiring to contribute to The Wallace C. and Dorothy E. Johnson Endowed Geological Sciences Support Fund shall be free to do so provided they accept the conditions governing this fund; and
WHEREAS, through this endowment, the donors wish to support academic excellence within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of The Wallace C. and Dorothy E. Johnson Endowed Geological Sciences Support Fund, a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past and future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Renaming of the Health South Rehabilitation Corporation/Richard M. Scrushy Scholarship and Research Award to the Encompass Health Corporation Endowed Scholarship and Research Award at UAB

RESOLUTION

WHEREAS, on September 13, 1991, The Board of Trustees of The University of Alabama accepted a generous commitment of $100,000 and approved establishment of the HealthSouth Rehabilitation Corporation/Richard M. Scrushy Scholarship and Research Award as a pure endowment for the Department of Physical Therapy, formerly recognized as division, in the School of Health Professions at The University of Alabama at Birmingham (UAB); and

WHEREAS, HealthSouth Corporation is formally changing its name to Encompass Health Corporation, and it is now the desire of the Department’s administration that this endowment be renamed the Encompass Health Corporation Endowed Scholarship and Research Award; and

WHEREAS, the spendable earnings from this endowment will continue to provide scholarship monies to assist physical therapy students enrolled in the First Professional Degree Program and sponsor a research award for UAB faculty members who hold primary appointments in the Department of Physical Therapy;
NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it herewith approves renaming of the HealthSouth Rehabilitation Corporation/Richard M. Scrushy Scholarship and Research Award to the Encompass Health Corporation Endowed Scholarship and Research Award, a pure endowment of the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. David M. Morris, Chair of the Department of Physical Therapy; to Dr. Harold P. Jones, Dean of the School of Health Professions; and to other appropriate officials of The University of Alabama at Birmingham.

Approving Conversion and Renaming of the School of Health Professions Junior Advisory Board Endowed Award to the School of Health Professions Junior Advisory Board Endowed Support fund at UAB

RESOLUTION

WHEREAS, on April 10, 2015, The Board of Trustees of The University of Alabama accepted gifts totaling $10,191.67 and approved establishment of the School of Health Professions Junior Advisory Board Endowed Award in the School of Health Professions at The University of Alabama at Birmingham (UAB); and

WHEREAS, additional contributions totaling $21,135.00 have been received from the original donors, bringing the endowment corpus to a total of $31,326.67 which exceeds the Board’s minimum funding level for the establishment of an endowed support fund; and

WHEREAS, it is most fitting that this endowment be named the School of Health Professions Junior Advisory Board Endowed Award to pay tribute to the members of the School of Health Professions Junior Advisory Board and their exemplary commitment to UAB, education, and health-professions students, as the provision of this generous financial aid will enable said students to achieve their career dreams; and

WHEREAS, the School of Health Professions Junior Advisory Board is comprised of young alumni under the age of 35 from various programs within the School, and it was established in 2011 with the goal of supporting the future of the School by serving as community ambassadors, mentoring current students, and providing philanthropic support; and
WHEREAS, upon establishment of the Junior Advisory Board, the members decided to dedicate their efforts toward awards to assist recent graduates with the costs associated with starting a career in a health-professions field, and the Junior Advisory Board has committed their fundraising efforts to supporting this endowment through personal contributions, outreach to alumni, and support from individuals and companies; and

WHEREAS, many graduates from the School must complete licensing exams, certification courses, and other programming to enter the profession, and the advisory board saw a need to support graduates through this time in their lives due to limited access to funds during this critical transition period; and

WHEREAS, the establishment of this endowment shows the dedication the School of Health Professions Junior Advisory Board has to the School’s students and alumni, and the members’ generosity is testament to their wholehearted commitment to UAB and the development of students in the School; and

WHEREAS, the ongoing contributions of this endowment to the training and education of the deserving students who benefit from it may be expected to be of significant and enduring value to those students’ lives and the lives of all those they touch throughout their careers and, therefore, to the University and the community;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts and herewith approves conversion and renaming of the School of Health Professions Junior Advisory Board Endowed Award to the School of Health Professions Junior Advisory Board Endowed Support Fund, a pure endowment of the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to members of the School of Health Professions Junior Advisory Board; to Dr. Harold P. Jones, Dean of the School of Health Professions; and to other appropriate officials of The University of Alabama at Birmingham.

Approving Endowed Funds at UA

RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama recommends that the following funds, having met the minimum standards for endowed gifts, be endowed as part of the University’s ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:
Dr. Harold D. Shambley, of Mitchellville, Maryland, has contributed $25,357.33, including earnings, to endow the Dr. and Mrs. Harold D. Shambley Endowed Scholarship in the School of Social Work. The scholarship will benefit students who are enrolled in the School of Social Work, who are veterans, and whose enrollment would enhance the diversity of the School of Social Work’s student population, thereby improving the quality of the School’s educational experience and product.

Michael D. Williams, of Dallas, Texas, has contributed $50,000 to endow the Susan and Michael Williams Health Care Analytics Program Endowed Support Fund in the Culverhouse College of Commerce and Business Administration. The fund will provide support to the Health Care Analytics Program in the Culverhouse College of Commerce and Business Administration with a focus on student learning and development. Uses for the endowment earnings may include, but not be limited to, student travel expenses and fees to attend conferences, student research expenses, student fees for course materials, and tuition support for students who demonstrate financial need, although not necessarily need as defined by federal guidelines.

Ann Meriwether Kaeersmann, of Cypress, Texas, has contributed $25,000 to endow the Ann Meriwether Kaeersmann Endowed Support Fund in the Culverhouse School of Accountancy in the Culverhouse College of Commerce and Business Administration. The fund will provide support for the priority needs of the Culverhouse School of Accountancy in the Culverhouse College of Commerce and Business Administration. Uses for the earnings may include, but not be limited to, faculty support, equipment, or tuition support for students who demonstrate financial need, although not necessarily need as defined by federal guidelines.

The Navigators Group, Inc. of Stamford, Connecticut, has contributed $25,000 to endow the Thomas J. Curtin Sr. Endowed Scholarship in Insurance in the Culverhouse College of Commerce and Business Administration. The scholarship will benefit undergraduate or graduate students who are enrolled in the Culverhouse College of Commerce and Business Administration and specializing in the study of insurance.

HealthSouth Corporation of Birmingham, Alabama, has contributed $50,811.12, including earnings, to endow the HealthSouth Corporation Endowed Nursing Scholarship in the Capstone College of Nursing. The scholarship will benefit, to the extent permitted by law, students who are enrolled in the Capstone College of Nursing; who demonstrate financial need, although not necessarily need as defined by federal guidelines; and whose enrollment would enhance the diversity of the Capstone College of Nursing, thereby improving the quality of the College’s educational experience and product.

Allison and James M. Cantonis of Clearwater, Florida, have contributed $28,934.85, including earnings, to endow the Allison Lucas Cantonis Endowed
Scholarship at The University of Alabama. The scholarship will benefit students who are enrolled at The University of Alabama.

Mr. and Mrs. Rusty Reid of Fort Worth, Texas, have contributed $110,739.54, including earnings, to endow the Rusty and Molly Reid Endowed Scholarship at the Culverhouse College of Commerce and Business Administration. The scholarship will benefit students who are enrolled in the Culverhouse College of Commerce and Business Administration who demonstrate financial need, although not necessarily need as defined by federal guidelines. Additional priority is given to graduates from high schools within Tarrant County, Texas. It is the donors’ desire that the endowment support a student who is not otherwise receiving multiple sources of financial support for his or her college education.

Suzanne and Frank Prevost of Tuscaloosa, Alabama, have contributed $27,954.60, including earnings, to endow the Prevost Family Endowed Nursing Scholarship in the Capstone College of Nursing. The scholarship will benefit first-generation college students enrolled in upper division courses in the Capstone College of Nursing who demonstrate financial need, although not necessarily need as defined by federal guidelines.

Kristin Marczak of Houston, Texas, has contributed $50,210.59, including earnings, to endow the Kristin Marczak Endowed Engineering Scholarship in the College of Engineering. The scholarship will benefit, to the extent permitted by law, female students who are majoring in chemical engineering and demonstrate financial need, although not necessarily need as defined by federal guidelines. Second priority of consideration is given to female students who are majoring in mechanical engineering, electrical engineering, or civil engineering and demonstrate financial need, although not necessarily need as defined by federal guidelines. It is the donor’s intent to promote the education of women engineers and inspire women to follow their academic interests to a career in engineering.

Palmer and Casey Whiting of Mobile, Alabama, have contributed $22,641.09, including earnings, to endow the Casey and Palmer Whiting Culverhouse Connections Endowed Support Fund in the Culverhouse College of Commerce and Business Administration. The fund will support the Culverhouse Connections Program in the Culverhouse College of Commerce and Business Administration.

Dr. Barrie Jo Price of Northport, Alabama, has contributed $11,292.32, including earnings, to endow the Barrie Jo Price Endowed Support Fund in the College of Human Environmental Sciences. The fund will support priority needs of the College of Human Environmental Sciences at the discretion of the Dean of the College. Dr. Price also intends to provide a testamentary gift to be used for the same purpose.
Bobbie and Warren Goldstein of Colorado Springs, Colorado, have contributed $23,098.55, including earnings, to endow the *Bobbie and Warren Goldstein Endowed Scholarship in the College of Continuing Studies*. The scholarship will benefit students enrolled in the College of Continuing Studies with a concentration in science or health related fields. It is the intent of the donors to provide scholarships for good students with a “B” grade point average or better who do not otherwise qualify for academic scholarships and who are not participating in any Intercollegiate Athletics programs. Mr. and Mrs. Goldstein also intend to provide a testamentary gift to be used for the same purpose.

Warren and Bobbie Goldstein of Colorado Springs, Colorado, have contributed $22,098.55, including earnings, to endow the *Warren and Bobbie Goldstein Endowed Scholarship in the College of Arts and Sciences*. The scholarship will benefit students enrolled in the College of Arts and Sciences with a concentration in science or health related fields. It is the intent of the donors to provide scholarships for good students with a “B” grade point average or better who do not otherwise qualify for academic scholarships and who are not participating in any Intercollegiate Athletics programs. Mr. and Mrs. Goldstein also intend to provide a testamentary gift to be used for the same purpose.

The Alabama Entrepreneurship Institute Advisory Board of Tuscaloosa, Alabama, has contributed $53,611.05, including earnings, to endow the *Alabama Entrepreneurship Institute Advisory Board Endowed Support Fund* in the Culverhouse College of Commerce and Business Administration. The fund will support the Alabama Entrepreneurship Institute. Uses for the endowment earnings may include, but not be limited to, salary and benefits of the Executive Director and annual program support for the institute.

Tom D. and Myra Kilgore of Loudon, Tennessee, have contributed $25,000 to endow the *Jennifer Kilgore Jerome Endowed Accounting Scholarship* in the Culverhouse College of Commerce and Business Administration. The scholarship will benefit students enrolled in the Culverhouse College of Commerce and Business Administration who are majoring in accounting.

Clyde and Regina Stanton of Birmingham, Alabama, have contributed $11,583.57, including earnings, to endow the *Alexander Stanton Memorial Endowed Research Support Fund* in the College of Engineering. The fund will support undergraduate students involved in chemical engineering research during the summer term by providing scholarships for living expenses.

Sally Greenhaw of Montgomery, Alabama, has contributed $23,372.21, including earnings, to endow the *Sally and Wayne Greenhaw Endowed Scholarship* in the College of Arts and Sciences. The scholarship will benefit students enrolled in
the College of Arts and Sciences, with preference given to students who graduated from high schools in Montgomery or Crenshaw counties in Alabama.

Faye J. Bowles of Hartselle, Alabama, has contributed $23,810.28, including earnings, to endow the Faye J. and Joseph E. Bowles Endowed Scholarship in the College of Engineering. The scholarship will benefit students enrolled in the College of Engineering who are majoring in civil engineering; who graduated from high schools in Morgan County, Alabama; and who demonstrate financial need, although not necessarily need as defined by federal guidelines. Second priority of consideration shall go to students enrolled in the College of Engineering who are majoring in civil engineering; who graduated from high schools in northern Alabama; and who demonstrate financial need, although not necessarily need as defined by federal guidelines.

Bob and Marie Robinson of Clifton, New Jersey, have contributed $31,836.02, including earnings, to endow the Bob and Marie Robinson Scholarship in the College of Communication and Information Sciences. The scholarship will benefit full-time undergraduate students who are enrolled in the College of Communication and Information Sciences.

Lauren Wilson of Tuscaloosa, Alabama, has contributed a gift of real property sold for $27,486.50, to endow the Robert O dus and Mary Pettus Wilson Endowed Scholarship in the College of Arts and Sciences. The scholarship will benefit students in need with no academic requirements. The scholarship is for students in the Department of Theatre and Dance, with a priority for theatre students, in any theatre major or discipline ("major" and "discipline" meaning the different areas of theatre which includes, but is not limited to, technical, set design, scenery, props, sound, lighting, costumes, performance, musical theatre, dance, stage management, Theatre/Art Management/Administration, etc.) to receive financial aid in the pursuit of their undergraduate or graduate degree in theatre and dance. Priority should be given to students from the state of Alabama, but the scholarship is not restricted to only Alabama residents.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes the endowed funds listed above.

BE IT FURTHER RESOLVED that the initial gifts and all future contributions to these funds shall constitute endowed corpora, which will be held, invested, maintained and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowments' earnings shall be used for needs that most closely relate to the donors' intent as stated in each fund's memorandum of agreement, under the policies and
procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that the donors and/or donor representatives for the funds listed above be notified that the funds have been endowed in perpetuity.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approve Endowed Funds at UAB

RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama at Birmingham recommends that the following funds, having met the minimum standards for endowed gifts, be endowed as part of the University’s ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

Mrs. Ruth Tonn Ahrgal, a native of Florence, Alabama, and longtime resident of Miami, Florida, has bequeathed $250,000 for the establishment of the Ruth Tonn Ahrgal Endowed Nursing Scholarship. An alumna of both the Jefferson-Hillman Hospital School of Nursing and The University of Alabama School of Nursing at UAB, Mrs. Ahrgal’s scholarship will support students in the School with first preference to full-time students in the undergraduate and graduate pre-licensure programs and with further preference to qualified candidates from Florence, Alabama.

Mr. Ken E. Beasley, originally from Concord, Alabama, longtime resident of Memphis, Tennessee, and President and CEO of Pinnacle Health, LLC, has given $30,601.82 for the establishment of the C. D. Beasley and William E. Hall Endowed Scholarship in Health Administration, in honor of his father and stepfather, in the School of Health Professions at UAB. This scholarship will support students in the School who are seeking Master of Science in Health Administration Residential degrees.

Encompass Health, formerly known as HealthSouth Corporation, has given $50,000 toward a pledge of $250,000 for the establishment of the Encompass Health Endowed Scholarship for Diversity in Rehabilitation Sciences in the in the departments of Occupational Therapy and Physical Therapy in School of Health Professions at UAB. This scholarship will benefit students who are from the state of
Alabama, have demonstrated financial need, and are from disadvantaged backgrounds.

Dr. Cameron McDonald Vowell of Birmingham, Alabama, has given $252,405.36 toward a pledge of $1,000,000 for the establishment of the *Magic City LGBT Health Studies Endowed Faculty Scholar Fund* in the School of Public Health at UAB. This fund will serve as an intermediate step to the level of endowed professorship and/or chair and will be used to recruit and/or retain an expert faculty member with a focus on the advancement of the field of LGBT health studies.

Dr. and Mrs. Michael Weinrib of Montgomery, Alabama, have given $233,034.32 for the establishment of *The Weinrib-Herzfeld Family Endowed Medical Scholarship* within the School of Medicine at UAB. This scholarship will support third- and fourth-year students studying at UAB’s Montgomery Regional Medical Campus.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes the endowed funds listed above.

BE IT FURTHER RESOLVED that the initial gifts and all future contributions to these funds shall constitute endowed corpora, which will be held, invested, maintained and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowments’ earnings shall be used for needs that most closely relate to the donors’ intent as stated in each fund’s memorandum of agreement, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that the donors and/or donor representatives for the funds listed above be notified that the funds have been endowed in perpetuity.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approve Quasi Endowed Funds at UAB

RESOLUTION

WHEREAS, in compliance with Board Rule 411, the President of The University of Alabama at Birmingham recommends that the following funds, having met the minimum standards for endowed gifts, be quasi endowed as part of the
University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

The Division of Gerontology, Geriatrics, and Palliative Care in the Department of Medicine within the School of Medicine at UAB wishes to use funds of $100,000 for the establishment of the Endowed Faculty Research Scholar in Geriatric Medicine Quasi Endowment to support the research endeavors of a distinguished faculty member.

The Division of Nephrology in the School of Medicine at UAB wishes to add institutional funds of $100,000 to the existing Endowed Support Fund in Nephrology Quasi Endowment, bringing the corpus to a total of $500,000.

The Department of Neurosurgery in the School of Medicine at UAB wishes to use departmental funds of $100,000 for the establishment of the Dr. Yancey Gillespie Endowed Faculty Scholar in Neurosurgery Quasi Endowment. This fund will pay tribute to Dr. Gillespie's years of dedicated service while also providing support to a distinguished faculty member. The level of endowed faculty scholar may be used as an intermediate step to the level of professorship and/or chair should sufficient funding be attained.

The UAB Comprehensive Cancer Center within the School of Medicine at UAB wishes to add funds of $100,000 to the quasi endowment related to the existing pure endowment titled the James P. Hayes, Jr., Endowed Professorship in Gastrointestinal Oncology, bringing the quasi endowment total to $250,000 to enhance the endowment corpus.

The Division of Cardiovascular Disease in the Department of Medicine within the School of Medicine at UAB wishes to reinvest earnings of $250,000 for the purpose of enhancing the corpus of the Jeanne V. Marks Endowed Chair in Cardiovascular Disease.

The Division of Preventive Medicine in the Department of Medicine within the School of Medicine at UAB wishes to add funds of $49,045.61 to a new quasi endowment related to the existing pure endowment titled the Albert Oberman, M.D., Endowed Support Fund in Cardiovascular Disease to enhance the endowment corpus.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the additions to and establishment of the quasi endowed funds listed above.
BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving Acknowledgment and Appreciation of Gifts at UAH

RESOLUTION

WHEREAS, the President of The University of Alabama in Huntsville (UAH) recommends acknowledgment and appreciation of the following gifts, to be used as part of the University's ongoing mission to promote the education of students and to provide quality programs in the areas of teaching, research, and service:

Ms. Dorothy S. Davidson of Huntsville, Alabama, has generously given $26,927.27 towards her pledge for the D.S. Davidson Invention to Innovation Center at UAH, which, when complete, will provide office space, labs, and networking opportunities for inventors and entrepreneurs in the innovation process and will identify and catalyze opportunities for start-ups.

The Boeing Company, headquartered in Chicago, Illinois, has generously given $75,000 to UAH for the Realizing Alternatives and Multiple Paths by Unlocking Your Potential (RAMP UP) Project, which provides project-based learning experiences for young people who are interested in technology, science, engineering, and math.

Mr. Anthony DiCerbo, a UAH alumnus from Huntsville, Alabama, who passed away in August 2017, bequeathed $159,600 to UAH for the Kaiho Hapala DiCerbo Memorial Presidential Scholarship, which was established in 2005.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby expresses its appreciation for the generosity demonstrated by the donors presented above and herein conveys its gratitude for these gifts to support The University of Alabama in Huntsville.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board.

Approving the Establishment of The James R. Bindon Lecture in Biocultural Anthropology and Health at UA
RESOLUTION

WHEREAS, Drs. James and Kathleen Bindon, along with family, friends, and colleagues, have contributed $18,202.36, including earnings, to The Board of Trustees of The University of Alabama to support the Department of Anthropology in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The James R. Bindon Lecture in Biocultural Anthropology and Health for the purposes and upon the conditions set out below by Dr. James R. Bindon, on behalf of the donors:

1. Endowment earnings shall be used to produce one or more annual lectures that will bring prominent biological, cultural, and biocultural anthropologists to the University.

2. Earnings shall be expended by the head of the Department of Anthropology or his/her designee and one or more tenured faculty members from the Department of Anthropology in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College and the President of the University.

3. Persons or entities desiring to contribute to The James R. Bindon Lecture in Biocultural Anthropology and Health shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, James R. Bindon was born in San Francisco, California, on November 23, 1947; and

WHEREAS, he attended the University of California, Davis, for one year before being called into service by the United States Naval Reserves, where he served two years of active duty from 1967-1968 and then was honorably discharged with the rank of hospital corpsman third class in 1971; and

WHEREAS, Dr. Bindon returned to college in 1969 at the University of California, Berkley, where he met his wife, Dr. Kathleen Ranney Bindon, who is a professor in The University of Alabama School of Accountancy; and

WHEREAS, he received his bachelor of arts in anthropology from UC Berkley in 1973 before earning his master’s and doctoral degrees from Pennsylvania State University in 1975 and 1981, respectively; and

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WHEREAS, Dr. Bindon began his career at The University of Alabama in 1978 as an assistant professor in anthropology and continued to gather esteem among the faculty, being promoted to associate professor in 1986, full professor in 1992, and eventually serving as Chair of the Department of Anthropology from 1993-1998; and

WHEREAS, his work, including nearly 100 publications and more than 10 research grants, has gained national and international recognition, as he has presented research at scientific meetings around the world; and

WHEREAS, Dr. Bindon has served in a variety of offices for several top national and international scientific organizations, including the American Anthropological Association, the American Association of Physical Anthropologists, and the Human Biology Association; and

WHEREAS, he has been honored by the University with several awards and recognitions over the years, including being chosen as an inaugural College of Arts and Sciences Leadership Board Fellow in 2002, being given The University of Alabama National Alumni Association’s Outstanding Commitment to Teaching Award in 2004, being named a McNair Scholars Program Faculty Fellow in 2006, and being awarded a research fellowship by the College of Arts and Sciences Institute for Social Science Research in 2007; and

WHEREAS, Dr. Bindon retired in 2008 and was named professor emeritus by the University’s Board of Trustees, though he continued to teach ANT 275 Race, Ethnicity, and Human Variation (a class that he developed in 1999) until the fall of 2015; and

WHEREAS, through this endowment, the donors wish to support the Department of Anthropology in the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donors and establishes The James R. Bindon Lecture in Biocultural Anthropology and Health as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and that the endowment earnings shall be used for needs that most closely relate to the donors’ intent as stated herein, under the policies and procedures of the University adopted from time to time to regulate and administer such awards.
BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Dr. James R. Bindon to share with family and friends.

Amending and Restating Articles of Incorporation and Bylaws of The University Foundation

RESOLUTION

WHEREAS, the Board of Directors of The University Foundation recently adopted Amended and Restated Articles of Incorporation and Bylaws to update the current make-up of the Foundation’s Board, to require the implementation of certain policies and procedures, and to clarify or otherwise amend other provisions that were either outdated or unduly cumbersome to the operations of the Foundation.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Amended and Restated Articles of Incorporation and Bylaws of The University Foundation, attached hereto as Exhibit J, are hereby approved.

Resolution Recognizing the Service and Retirement of Lynda Gilbert

RESOLUTION

WHEREAS, The University of Alabama wishes to acknowledge Dr. Lynda Gilbert after over 12 years of outstanding distinguished service; and

WHEREAS, Dr. Gilbert received her Bachelor of Science degree in Business Administration and Accounting (1975), her Master of Science in Accounting (1983), and her Ph.D. in Higher Education Administration with an emphasis on higher education finance (1998) from Texas A&M University; and

WHEREAS, Dr. Gilbert is also a Certified Public Accountant and a Certified Government Financial Manager and began her career in higher education at the Texas A&M University System in 1980, serving in various capacities including Internal Auditor and Investment Funds Manager at the Texas Engineering Experiment Station; and

WHEREAS, Dr. Gilbert demonstrated progressive professional growth during the years 1996 through 2003 by assuming the Assistant Vice President for Finance and Administration position at the University of Arkansas Division of Agriculture in
Fayetteville, Arkansas, the role of Vice President for Business and Finance at the University of Southern Mississippi, and the Vice President for Fiscal Affairs at Texas Tech University; and

WHEREAS, Dr. Gilbert provided strategic leadership and vision while undertaking the role of Vice Chancellor for Financial Affairs at The University of Alabama System in 2003; and in 2004, began simultaneously shouldering the responsibilities of Vice President for Financial Affairs and Treasurer at The University of Alabama (UA), and shortly thereafter accepting that role full-time where she has since vigorously and steadfastly served;

WHEREAS, Dr. Gilbert has had full responsibility for the Division of Financial Affairs, which includes budgeting, financial accounting and reporting, human resources, payroll, procurement, tax compliance, auxiliary services, land management, business services, facilities grounds and maintenance, planning, construction, public safety, police, emergency preparedness, risk management and compliance; and

During Dr. Gilbert’s tenure at UA, through her support and engagement within these areas, she has made a tremendous and indelible impact during a period of unprecedented growth at UA;

WHEREAS, Dr. Gilbert has balanced the needs of the administrative operations with strong advocacy for the institution’s primary mission of teaching, research and service while continuously striving to provide preeminent support services, effective counsel, and strong stewardship of the University’s financial, human and physical resources; and

WHEREAS, Dr. Gilbert would defer all credit to her senior staff and employees; however, it is her leadership, innovative vision, financial planning and management skills, as well as the staunch support of their efforts, that have resulted in a multitude of accomplishments since 2004 that benefit the University, including almost doubling the campus size (now 1,372 acres), $2.5 billion in construction activity including 80 new facilities and numerous renovations designed to ensure that the physical environment supports the delivery of quality programs; while at the same time, infusing a consistent approach to maintaining the historic fabric and integrity of the campus facilities and grounds; and

WHEREAS, through Dr. Gilbert’s leadership and direction three iterations of the Campus Master Plan have been developed, which represent a collaborative, comprehensive effort to accommodate planned growth and serve as a guide for infrastructure development and capital improvements; and
WHEREAS, in conjunction with Dr. Gilbert’s strong financial planning and management expertise she managed 19 bond issues totaling $1.379 billion in par amount, which resulted in a complete revitalization of the physical plant. Some of these projects include University Hall, Capstone and Tutwiler Parking Decks, Bryce Campus Acquisition and Renovation, Sewell-Thomas Baseball Stadium, Presidential Village, the Science and Engineering Complex, Ridgecrest Student Housing, Expansion of Russell Hall, Additions to the North and South End Zones of Bryant-Denny Stadium, and construction of new Greek Houses throughout campus; and

WHEREAS, during this time the University received three positive rating actions from either Moody's Investors Service or Standard & Poor's, resulting in the highest rated higher education institution in the State and among the highest rated nationally.

WHEREAS, Dr. Gilbert was an early adopter of federal stimulus programs, which resulted in the University receiving $123.1 million in federal subsidy payments for bond interest expense, and refinanced debt numerous times as a result of lower interest rates, saving the University $93.1 million in additional interest cost; and

WHEREAS, Dr. Gilbert spearheaded an off balance sheet financing utilizing the 1831 Foundation, and through her insight and structuring of the debt, the project remains the highest rated student housing project in the nation; and

WHEREAS, during Dr. Gilbert’s tenure as Vice President of Financial Affairs and Treasurer, the net position of the University grew from $1.06 billion in 2005 to $1.91 billion in 2016.

WHEREAS, multiple initiatives were developed and implemented such as the establishment of an accredited university-wide emergency management program, implementation of a campus-wide CrimsonRide bus system; and the purchase of the former Bryce Hospital and Partlow (University Services Campus) properties from the Alabama Department of Mental Health (an increase of 569 acres); and

WHEREAS, the initiatives, programs, and day-to-day operations were developed, implemented, and enhanced based on Dr. Gilbert’s philosophy and ongoing expectation that the Division of Financial Affairs strive for continuous quality improvement by focusing on efficiencies through workflow and business process automation; and

WHEREAS, as a standing member of the UA President’s Cabinet, Dr. Gilbert participated in the development of University objectives, policies and plans; and
WHEREAS, Dr. Gilbert exhibited excellence during her tenure as Vice President and was recognized as a distinguished, principled and visionary leader by University administration and others, as well as compassionate mentor whose greatest contribution to UA was her care for and investment in people; and

WHEREAS, Dr. Gilbert’s contributions to the growth and development of The University of Alabama helped steer the University to its current position of national and international prominence;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby acknowledges the distinguished service of Dr. Lynda Gilbert and expresses its appreciation and hereby conveys to her its sincere gratitude for her many contributions made to The University of Alabama.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be presented to Dr. Lynda Gilbert and her family; and to appropriate University officials.

Pro Tem Gray thanked all of the staff and the team at UAB for the time and effort that goes into these meetings and thanked President Watts for hosting the meeting. He then referenced the luncheon meetings that would follow involving the Faculty Senate and Student Government Associations from the three campuses, thanking and encouraging them to continue to do so.

There being no further business to come before the Board, the meeting was adjourned.

[Signature]
Sid J. Trant
General Counsel and
Secretary of The Board of Trustees
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

BOARD MEETING

Ballroom, UAB Hill Student Center
Birmingham, Alabama
February 9, 2018 – 10:30 a.m.

AGENDA

A. Roll Call

B. Consideration of Minutes of November 3, 2017 Meeting

C. Reports
   1. Chancellor C. Ray Hayes
   2. UAB President Ray L. Watts
   3. UAB Student Representative
   4. UAB Faculty Representative

D. Administrative Report

E. Academic Affairs, Student Affairs, and Planning Committee Report
   1. Individual Action Items
      a. Consideration of Resolution Granting Final Approval of a Master of Science (M.S.) Degree in Healthcare Simulation (CIP Code 30.0601) at UAB
      b. Consideration of Resolution Granting Final Approval of a Bachelor of Science (B.S.) Degree in Cybersecurity (CIP Code 11.1003) at UAH
      c. Consideration of Resolution Granting Final Approval of a Doctor of Philosophy (Ph.D.) in Human Nutrition (CIP Code 19.0504) at UA
d. Consideration of Resolution Granting Final Approval of a Master of Science (M.S.) Degree in Population Health Sciences (CIP Code 51.2299) at UA

Separate Cover

e. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for an Educational Specialist (Ed.S.) Degree in Teaching English to Speakers of Other Languages (CIP Code 13.1401) at UAB

Separate Cover

f. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Science in Engineering Management (MSEM) Degree (CIP Code 14.9999) at UAB

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g. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Doctor of Philosophy (Ph.D.) Degree in Mechanical Engineering (CIP Code 14.1901) at UAB

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h. Consideration of Resolution Granting Approval of the Vision, Mission, and Values Statements at UAB

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i. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Arts (MAT) Degree in Teaching P-12 (CIP Code 13.1206) at UAH

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j. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Fine Arts (M.F.A.) Degree in Dance (CIP Code 50.0301) in the Department of Theatre and Dance in the College of Arts and Sciences at UA

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k. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Science in Business Analytics (M.S.B.A.) Degree (CIP Code 52.1302) in the Department of Information Systems, Statistics, and Management Science in the Culverhouse College of Commerce and Business Administration at UA

Page 63
1. Consideration of Resolution Granting Approval of a Proposal to Change the Name of the Culverhouse College of Commerce and Business Administration to the Culverhouse College of Business at UA

2. Administrative Action Items

a. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) the Establishment of a Biostatistics Concentration within the Doctor of Public Health Degree (CIP Code 51.2201) at UAB

b. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Establishment of a Population Health Concentration within the Master of Public Health Degree (CIP Code 51.2201) at UAB

c. Consideration of Resolution Granting Approval of Changing the Name of the Department of Ophthalmology to the Department of Ophthalmology and Visual Sciences at The University of Alabama School of Medicine at UAB

d. Consideration of Resolution Granting Approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Name Change of the Master of Science (M.S.) Degree in Computer Forensics and Security Management to the Master of Science (M.S.) Degree in Cyber Security (CIP Code 11.1003) at UAB

e. Consideration of Resolution Granting Approval of the Appointment of Michael Boulton, Ph.D., as the First Holder of the Susan and Dowd Ritter/RPB Endowed Chair in Ophthalmology Research at UAB

f. Consideration of Resolution Granting Approval of the Appointment of Maria Grant, M.D., as the First Holder of the Eivor and Alston Callahan, M.D., Endowed Chair in Ophthalmology at UAB

g. Consideration of Resolution Granting Approval of the Appointment of Amit Gaggar, M.D., Ph.D., as the Inaugural Holder of the Endowed Professorship in Airway Biology at UAB

h. Consideration of Resolution Granting Approval of the Appointment of Yakov Kasman, D.M.A., as Distinguished Professor in Music in the College of Arts and Sciences at UAB
i. Consideration of Resolution Granting Approval of the Appointment of Nathan B. Smith, M.D., as Professor Emeritus of Psychiatry in the Department of Psychiatry and Behavioral Neurology in the School of Medicine at UAB

j. Consideration of Resolution Granting Approval of the Appointment of Robert S. Gaston, M.D., as Professor Emeritus in the Department of Medicine at UAB

k. Consideration of Resolution Granting Approval of the Appointment of Theodore M. Benditt, Ph.D., as Professor Emeritus of Philosophy in the Department of Philosophy at UAB

l. Consideration of Resolution Granting Approval of the Establishment of the J. Benjamin Younger, M.D. – Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility at UAB

m. Consideration of Resolution Granting Approval of the Establishment of the Translational Research Endowed Professorship in Pathology at UAB

n. Consideration of Resolution Granting Approval of the Designation of The Evelyn F. McKnight Brain Institute from the Department of Neurobiology to the Department of Neurology at UAB

o. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Proposal for a Special Education-Visual Impairments Concentration within the Master of Education (CIP Code 13.1212) at UAH

p. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Proposal for an Optics and Photonics Concentration within the Bachelor of Science in Electrical Engineering (CIP Code 14.1001) at UAH

q. Consideration of Resolution Granting Permission to Discontinue the Bachelor of Science (B.S.) Degree in Optical Engineering (CIP Code 14.9999) and to Submit this Request to the Alabama Commission on Higher Education (ACHE) at UAH

r. Consideration of Resolution Granting Approval of the Appointment of Krishman Chittur, Ph.D., as Professor Emeritus in the Chemical and Materials Engineering Department in the College of Engineering at UAH
s. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item the Attached Applications for Extension of an Existing Program (Concentrations) at UA

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t. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item a Proposal for Changing the Degree Program Title and the CIP Code of the Existing Law (LL.M.) Degree (CIP Code 22.0299) to U.S. Law for International Lawyers (LL.M.) Degree (CIP Code 22.0202) in the School of Law at UA

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u. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Taxation in the Existing Law (Taxation/Business Transactions) (LL.M.) Degree (CIP Code 22.0211) in the School of Law at UA

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v. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for a Concentration in Business Transactions in the Existing Law (Taxation/Business Transactions) LL.M. Degree (CIP Code 22.0211) in the School of Law at UA

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w. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item a Proposal for Changing the Degree Program Title of the Existing Law (Tax) (LL.M.) Degree (CIP Code 22.0211) to Law (Taxation/Business Transactions) (LL.M.) Degree (CIP Code 22.0211) in the School of Law at UA

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x. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item the Deletions of the Following Programs from the ACHE Academic Program Inventory for The University of Alabama: Doctor of Education (Ed.D.) Degree in Educational Psychology (CIP Code 42.2806), Doctor of Education (Ed.D.) Degree in School of Psychology (CIP Code 42.2805), and Master of Science in Engineering Science and Mechanics (M.S.E.S.M.) Degree (CIP Code 14.1101) at UA

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y. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) as an Information Item Changing the Program Title of Existing Doctor of Philosophy (Ph.D.) Degree in Educational Administration (CIP Code 13.0401) to a Doctor of Philosophy (Ph.D.) Degree in Educational Leadership (CIP Code 13.0401) Offered by the College of Education at UA

z. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Information Item Changing the Program Title of Existing Doctor of Education (Ed.D.) Degree in Educational Administration (CIP Code 13.0401) to a Doctor of Education (Ed.D.) Degree in Educational Leadership (CIP Code 13.0401) in the Joint Degree Program Offered by The University of Alabama College of Education and The University of Alabama at Birmingham School of Education at UA

aa. Consideration of Resolution Approving Appointment of Robert Riter, Ph.D., to the Marie Drolet Bristol – EBSCO Endowed Professorship in the School of Library and Information Studies at UA

bb. Consideration of Resolution Approving Appointment of Dr. Russell A. Matthews to the John R. Miller Endowed Managerial Professorship at UA

c. Consideration of Resolution Approving Appointment of Dr. Clay M. Voorhees to the Morris L. Mayer Endowed Chair for Teaching Excellence in Marketing at UA

dd. Consideration of Resolution Approving Appointment of Dr. John Mittenthal as University Chair in Manufacturing Management at UA

ee. Consideration of Resolution Approving the Revision of The EBSCO Endowed Chair of Library and Information Studies at UA

ff. Consideration of Resolution Approving the Establishment of The S. Paul Garner-David H. Hitt Endowed Chair of Accountancy at UA

gg. Consideration of Resolution Approving the Appointment of Russell T. McCutcheon, Ph.D., as a University Research Professor at UA

hh. Consideration of Resolution Combining The Helen M. Goetz Endowed Support Fund in Consumer Sciences and The Helen Goetz Endowed Quest for Excellence Fund to Create The Helen M. Goetz Endowed Professorship at UA
3. Information Item
   a. Creation of an Undergraduate Certificate in Interprofessional Nonprofit Leadership (CIP Code 52.0206) at UAB

F. Investment Committee Report

G. Finance Committee Report
   2. Administrative Action Item
      a. Consideration of Resolution Authorizing a Software License and Subscription Agreement with Tableau Software, Inc., at UAB
      b. Consideration of Resolution Updating Signature Authority at UA

H. Physical Properties Committee Report
   1. UA
      a. Construction Items
         i. Consideration of Resolution approving the revised project scope and budget; providing authorization to execute a construction contract for Package A (Parking Deck) of the Capstone Parking Deck and Pedestrian Bridge at UA (Stage IV)
         ii. Consideration of Resolution approving the reallocated project budget and providing authorization to execute a construction contract for University Hall at UA (Stage IV)
         iii. Consideration of Resolution approving the proposed architectural design for the Alpha Gamma Delta Addition at UA (Stage III)
iv. Consideration of Resolution approving the revised project scope and budget and proposed architectural design for the Aquatic Center Renovation at UA (Stage III)

v. Consideration of Resolution providing authorization to negotiate an Owner/Architect agreement for the New Classroom and Collaboration Building for the Culverhouse College of Commerce and Business Administration at UA (Stage II)

vi. Consideration of Resolution approving the revised project scope and budget for the Lakeside Dining Renovation at UA (Revised Stage II)

vii. Consideration of Resolution approving the revised project scope and budget for the University Boulevard Improvements at UA (Revised Stage II)

viii. Consideration of Resolution providing authorization to negotiate Owner/Architect Agreements for the University Services Campus Renovations at UA (Stage II)

ix. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Capstone College of Nursing Addition at UA (Stage I & Stage II)

x. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Mal M. Moore Athletic Facility – Recruiting Lounge Renovation at UA (Stage I & Stage II)

xi. Consideration of Resolution approving the preliminary project scope and budget for the Northeast Medical Building Renovation at UA (Stage I)
b. Equipment Item

i. Consideration of Resolution approving the Procurement and Installation of replacement Identification Magnetic Stripe Encoding Card Readers and Devices at UA

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c. Real Estate Item

i. Consideration of Resolution providing authorization to execute a Hunting Rights Lease Agreement with Five Star Preserve LLC for the 2,916-acre Ann Jordan Farm Hunting Tract

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2. UAB

a. Construction Items

i. Consideration of Resolution approving the reallocated project budget and providing authorization to execute a construction contract for the BBVA Compass Soccer Field at UAB (Stage IV)

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ii. Consideration of Resolution approving the revised project budget and providing authorization to execute a construction contract for the Expansion of Central Utility Systems to the Northeast Medical Center District at UAB (Stage IV)

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iii. Consideration of Resolution approving the proposed architectural design and amendment of the Campus Master Plan for the New Track and Field Venue at UAB (Stage III)

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iv. Consideration of Resolution providing authorization to negotiate Owner/Consultant Agreements for the New Student Residence Hall with Dining Facility at UAB (Stage II)

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v. Consideration of Resolution approving the preliminary project scope and budget and amendment of the Campus Master Plan for the Renovation of Snoozy’s College Bookstore Property for the UAB Honors College (Stage I)

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vi. Consideration of Resolution approving the preliminary project scope and budget for the Expansion of Radiation Oncology Laboratories in the HSROC at UAB (Stage I)

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b. Equipment Item

i. Consideration of Resolution approving the Procurement and Installation of a Voice-Over IP Telecommunications System at UAB

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c. Real Estate Items

i. Consideration of Resolution providing authorization to execute a Lease Agreement with Birmingham FC, LLC for use of BBVA Compass Soccer Field at UAB

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ii. Consideration of Resolution providing authorization to execute a Property Exchange Agreement between UAB and the UAB Educational Foundation

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3. UABHS

a. Construction Item

i. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Construction of Inpatient Beds on the 8th Floor of the Women and Infants' Center at University Hospital (Stage I & Stage II)

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b. Real Estate Item

i. Consideration of Resolution providing authorization to execute a Sale and Purchase Agreement with Broad Metro, LLC for a 3.82 acre tract in the Stadium Trace Village Development

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4. UAH

a. Construction Item

i. Consideration of Resolution approving the revised project budget and proposed architectural design for the Roberts Hall 3rd and 4th Floor Renovation at UAH (Stage III)

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b. Real Estate Item

i. Consideration of Resolution approving the appointment of Todd M. Barre as the Designated Agent for Real Estate Management at UAH

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5. UAS
   a. Information Item
      i. Report on Construction Contracts Awarded for Interior Renovation Projects

I. Audit, Risk, and Compliance Committee Report

J. Honorary Degrees and Recognition Committee Report

1. Consideration of Resolution Approving the Naming of The Dr. Samuel J. Citrano Sr. Booth in the Athletic Dining Hall at UA

2. Consideration of Resolution Approving the Naming of The Boyd and Sue Batchelor Booth in the Athletic Dining Hall at UA

3. Consideration of Resolution to Approve Naming Opportunities in the Career Center – UA

4. Consideration of Resolution Approving the Naming of The Commander and Mrs. Lee Allen Hallman Assistant Director of Sports Nutrition Office in the Athletic Dining Hall – UA

5. Consideration of Resolution Approving the Naming of The Tom and Myra Kilgore Dean’s Parlor in H.M. Comer Hall – UA

6. Consideration of Resolution to Approve Naming Opportunities in Little Hall – UA

7. Consideration of Approving the Naming of The Nall Gallery in Carmichael Hall – UA

8. Consideration of Resolution Approving the Naming of The Nick and Janine Perdomo Family Courtyard in the Performing Arts Academic Center – UA

9. Consideration of Resolution to Approve Naming Opportunities in The Plank Center – UA

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10. Consideration of Resolution Approving the Naming of The Dr. Harold D. Shambley and Mrs. Joyce Hall Shambley Dean’s Reception Area in Little Hall – UA

11. Consideration of Resolution Approving the Naming of Social Work Alumni Hall in Little Hall – UA

12. Consideration of Resolution Approving the Naming of The Webb Family Booth in the Athletic Dining Hall – UA

13. Consideration of Resolution Accepting Gift from Mr. Arthur M. Fairley, Expressing Appreciation, and Approving The Kit and Mac Fairley Café and Turret at the ArtPlay House of the Alys Robinson Stephens Performing Arts Center – UAB

14. Consideration of Resolution Accepting Gift from The EyeSight Foundation of Alabama, Expressing Appreciation, and Approving The EyeSight Foundation of Alabama Exam Room on Behalf of Callahan Eye Hospital – UAB

15. Consideration of Resolution Accepting Gifts and Pledges from Various Donors, Expressing Appreciation, and Establishing Naming Opportunities on Behalf of the Charles A. and Patsy W. Collat School of Business and The Bill L. Harbert Institute for Innovation and Entrepreneurship – UAB

16. Information Item

   a. Revisions to Board Bylaws and Rules

K. Administrative Action Items

   1. Consideration of Resolutions Accepting Gifts

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<th>Name</th>
<th>Gift By</th>
<th>Amount</th>
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<tr>
<td>page 265 a. The Dewey Camp Endowed Scholarship in Opera at UA</td>
<td>Dewey W. Camp, Jr.</td>
<td>$27,175.75 including earnings</td>
</tr>
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<td>page 267 b. The Harvel Gordon Deas Jr. Endowed Engineering Scholarship</td>
<td>Harvel Gordon Deas Jr.</td>
<td>$29,400.42 including earnings</td>
</tr>
<tr>
<td>Page</td>
<td>Name</td>
<td>Beneficiary</td>
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<td>269</td>
<td>The Gadsden Center Quasi-Endowed Scholarship at UA</td>
<td>Friends of The University of Alabama Gadsden Center</td>
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<td>The Ciara Charmayn Malloy Memorial Endowed Scholarship at UA</td>
<td>Friends and Family of the late Ciara Charmayn Malloy</td>
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<td>The Dorothy Sue Jordan Pate Endowed Scholarship in Psychology at UA</td>
<td>James L. Pate, Debra Sue Pate, Laura Katrine Pate</td>
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<td>The Perdomo Family Endowed Scholarship at UA</td>
<td>Nick and Janine Perdomo</td>
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<td>281</td>
<td>The Joseph Reid Skinner Memorial Endowed Scholarship at UA</td>
<td>Joshua P. Hammond</td>
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<td>The Kevin and Francesca Smith Equine Gift (Cee Ya in Hollywood) at UA</td>
<td>Kevin and Francesca Smith</td>
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<td>287</td>
<td>The Kevin and Francesca Smith Equine Gift (Hot N Spectacular) at UA</td>
<td>Kevin and Francesca Smith</td>
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<td>289</td>
<td>The Dr. Richard B. and Priscilla P. McElvein Endowed Medical Scholarship at UAB</td>
<td>Dr. Richard B. McElvein</td>
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<td>291</td>
<td>The Translational Research Endowed Professorship in Pathology at UAB</td>
<td>The University of Alabama Health Services Foundation</td>
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</tbody>
</table>
1. The J. Benjamin Younger M.D. - Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility at UAB
   Mr. and Mrs. Edward Burns Roensch $1,502,543.02

2. Consideration of Resolution Approving a name change of The Gary C. April Endowed Scholarship to The Gary C. and Lynne S. April Endowed Scholarship at UA

3. Consideration of Resolution of Approving the Revision of The Angelo Richard Spinola Education Scholarship at UA

4. Consideration of Resolution Approving the Helen H. and John Key McKinley Gift Fund and the Helen H. and John Key McKinley Endowed gift Fund at UA

5. Consideration of Resolution Approving the Revision of The Robert Ross MacDonald Memorial Endowed Scholarship at UA

6. Consideration of Resolution Approving the Revision of The Wallace C. and Dorothy E. Johnson Endowed Geological Sciences Support Fund at UA

7. Consideration of Resolution Approving Renaming of the Health South Rehabilitation Corporation/Richard M. Scrushy Scholarship and Research Award to the Encompass Health Corporation Endowed Scholarship and Research Award at UAB

8. Consideration of Resolution Approving Conversion and Renaming of the School of Health Professions Junior Advisory Board Endowed Award to the School of Health Professions Junior Advisory Board Endowed Support fund at UAB

9. Consideration of Resolution to Approve Endowed Funds at UA

10. Consideration of Resolution to Approve Endowed Funds at UAB
11. Consideration of Resolution to Approve Quasi Endowed Funds at UAB

12. Consideration of Resolution for Acknowledgment and Appreciation of Gifts at UAH

13. Consideration of Resolution Approving the Establishment of The James R. Bindon Lecture in Biocultural Anthropology and Health at UA

14. Consideration of Resolution Amending and Restating Articles of Incorporation and Bylaws of The University Foundation

15. Consideration of Resolution Recognizing the Service and Retirement of Lynda Gilbert
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STUDENT/FACULTY ACHIEVEMENTS

UA STUDENT MAGAZINE WINS FOUR NATIONAL HONORS

*Alpine Living*, the UA student-produced magazine, won two national honors from the Associated Collegiate Press Awards. Every year, the ACP presents individual awards, recognizing the best individual or group projects in collegiate journalism. Other accolades for *Alpine Living* include a third-place finish for its website in a national magazine competition sponsored by the Magazine Division of the Association for Education in Journalism and Mass Communication. Also, for his story titled, "Sea of Dreams," Matthew Wilson won second place in one of the feature article categories from AEJMC.

MBA STUDENTS AT UA WIN NATIONAL CASE COMPETITION

MBA students in the Manderson Graduate School of Business at the Culverhouse College of Commerce returned from the 2017 National Black MBA Association/FCA US National Graduate Student Case Competition in Philadelphia as big winners. Beating 41 teams from some of the country’s top business schools, they earned the grand prize of $25,000 in scholarships.

The NBMBAA/FCA US National Graduate Student Case Competition is an annual event which gives high-powered student teams an opportunity to demonstrate their knowledge and problem-solving skills in a formal competition.

UA DOCTORAL STUDENT NAMED ONE OF THE BEST HORN PLAYERS IN THE WORLD

Doctorate of musical arts candidate and French horn virtuoso Joshua Williams won first place in the professional division of the International Horn Competition of America held in Fort Collins, CO. The win came with $3,500 in award money, membership in the Laureates Council of preeminent international solo competitors, enormous publicity and opportunities to perform around the globe.

Charles “Skip” Snead, director and professor in UA’s school of music, said William’s achievement is among the most monumental in the 100-year history of UA’s School of Music.

UA COMPUTER SCIENCE STUDENTS TAKE HOME FIRST PLACE AT HACKATL

A team of College of Engineering students took home first place in a recent business competition. HackATL was held on the campus of Emory University in Atlanta during the fall 2017 semester. Approximately 45 teams made up of around 200 undergraduate and graduate students participated. Competitors are studying several disciplines including business, graphic design and computer science. The UA team’s project, in the health and wellness category, was a mobile application called Runa, a mobile application to aid childhood speech development by using speech-to-text and natural language processing technology to detect new vocabulary words, sentence complexity and more.

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UA CHEMIST’S WORK IN UNDERSTANDING NEW MATERIALS GETS BOOST

Tomorrow’s information and energy needs will require the use of new materials that not only can be made, but also understood. Dr. Jared Allred, assistant professor of chemistry, was recently awarded a grant from the 2017 Early Career Research Program sponsored by the U.S. Department of Energy to investigate properties of novel metal compounds and develop a new way to analyze certain aspects of these materials.

Allred’s project is one of 59 proposals selected for funding from more than 700 submissions to the energy department. Formally called “Investigation of Short-Range Ordering in Transition Metal Compounds by Diffuse Scattering,” the project will receive $750,000 over five years from the Office of Basic Energy Science and the department’s EPSCOR program.

UA PRE-MED STUDENT COMPLETES ‘IRONMAN WORLD CHAMPIONSHIP’ TRIATHLON

During the fall 2017 semester in Hawaii, 13 hours and 49 minutes after starting the 140.6-mile Ironman World Championship triathlon, Jessica Lambert, a 21-year-old senior pre-med exercise science major at UA, crossed the finish line. The Cleveland native accomplished what very few triathletes have ever done — she qualified for, competed in and completed the most arduous triathlon in the world, earning the title of Ironman.

UA ARMY ROTC TAKES 2ND AT STATE RANGER CHALLENGE

The Army ROTC Ranger Challenge team began its Ranger Challenge season with a runner-up finish in the annual state competition. UA, which won both the state and regional (Brigade) challenges and reached the finals at the United States Military Academy last season, recently hosted the 10-team challenge at Oak Mountain State Park in Birmingham. The UA team won the fitness test, written exam and weapons assembly events. In addition to winning three events, the UA team exceeded the maximum in the physical fitness score by 16 points.

UA STUDENTS’ CAMPAIGN TO AIR NATIONALLY ON FOX SPORTS U

Advertising and public relations students Katie Bell, Willow Ennen and Arianna Straggas had their advertising campaign selected to air nationally by Fox Sports U. Bell, of Memphis, TN, Ennen, of San Francisco, CA, and Straggas, of Waltham, MA, worked to develop copy, graphics and creative ideas for their campaign. Their group won and was asked to help produce the ad, which will air through January and the end of the NFL season on three Fox networks. The campaign, titled “Fox Sports Supports PCA,” is a commercial created in conjunction with Fox Sports and the Positive Coaching Alliance’s national campaign to promote positive coaching and a relaxed atmosphere for youth sports.
UA STUDENTS BUILD SCULPTURES FOR PARKS AFTER WINNING ART COMPETITION

The Tuscaloosa County Park and Recreation Authority along with the Arts & Humanities Council of Tuscaloosa approached UA art and sculpture professor Craig Wedderspoon a year ago with the idea of putting public art in all the county’s parks. They decided to hold a student art competition to obtain the best art. The first sculptures will be installed in the near future. A pair of art students have constructed a sculpture for Annette Shelby Park, while a now-graduate of the program created a sculpture for Snow Hinton Park.

UA HOME TO FORBES’ NO. 1 RANKED PROFESSOR

In a nationwide poll conducted in the fall, college students voted for their favorite professors on RateMyProfessors.com. Out of the 1.7 million professors from more than 7,500 colleges on the site, one stood above all the rest: Douglas Klutz, the internship and advising director and a full-time criminal justice instructor at UA. According to the site, Klutz received an overall quality rating of 5 out of 5 from 322 students. They also rated the difficulty of his classes as a 1.8 out of 5 with 5 being the hardest, and 100 percent of students said they would take another course by him.

UAB PROFESSOR APPOINTED TO NINR POSITION

UAB School of Nursing Associate Dean for Research and Scholarship and Professor Karen Meneses, Ph.D., has been appointed to the National Institute of Nursing Research’s National Advisory Council for Nursing Research, where she will directly impact the NINR’s continuing mission to promote and improve the health of the nation’s individuals, families and communities.

Meneses is co-director of the school’s Doctor of Philosophy in Nursing program – the only one in the state – and will serve on the 15-member NACNR, which meets three times a year to help guide NINR’s direction, through 2021. She will provide recommendations to the NINR director about the direction and support of research that serves as the evidence base for nursing practice.

UAB PROFESSOR ELECTED TO NATIONAL ACADEMY OF MEDICINE

Mona N. Fouad, M.D., professor and director of the Division of Preventive Medicine in the UAB School of Medicine, has been elected as a member of the National Academy of Medicine – one of the highest honors given to a physician or scientist in the United States. This honor acknowledges a lifetime of exceptional work in health and medicine.

Fouad is nationally recognized as a leader in health disparities research and collaboration. Her work generates and combines research from biomedical, behavioral and social sciences in an interdisciplinary approach to address health disparities. Her impact among the national community of scholars – especially young scholars from diverse, underrepresented backgrounds – has spread beyond her institution to touch others in alleviating these disparities among vulnerable populations.
**UAB Student, Professor Recognized by Prominent Physical Education Organization**

School of Education student Justin Wiley and Associate Professor Sandra Sims, Ph.D., each received awards from the Alabama State Association for Health, Physical Education, Recreation and Dance. ASAAHPERD promotes healthy lifestyles in Alabama through high-quality programs in health, physical education, recreation, dance, sport and exercise science.

Sims, an associate professor in the Department of Human Studies, was given the inaugural College/University Physical Educator of the Year Award. Wiley, a junior majoring in kinesiology, received the ASAAHPERD Outstanding Future Professional of the Year Award for his work in physical education in inner cities. This award honors an outstanding undergraduate member of the organization who has displayed leadership, scholarship and service during his/her first undergraduate professional preparation degree.

**Mr. and Ms. UAB Named**

Ryan Wong of Huntsville and Yulianna Jimenez of Hattiesburg, MS, have been named Mr. and Ms. UAB, a scholarship competition presented by UAB’s National Alumni Society.

Started in 1981, the Mr. and Ms. UAB Scholarship Competition is one of UAB’s longest-standing Homecoming traditions. The winners of the 2017 scholarship competition were announced during halftime of the Homecoming game Saturday, October 7. The winners of the Mr. and Ms. UAB competition will each receive $2,500 scholarships and serve as ambassadors of UAB and on the Student Alumni Society Leadership Council in the coming year.

**UAB Graduate Student Continues Breast Cancer Research with New Grant**

UAB graduate student Kendra Royston has been named a trainee to the Susan G. Komen Graduate Training in Disparities Research Grant.

The GTDR is an institutional training grant awarded to Karen Meneses, Ph.D., and Wendy Demark-Wahnefried, Ph.D., in 2016. Meneses is professor and associate dean for Research and Scholarship in the UAB School of Nursing. Demark-Wahnefried is professor and Webb Endowed Chair of Nutrition Sciences in UAB’s School of Health Professions and the associate director for Cancer Prevention and Control at the UAB Comprehensive Cancer Center.

The GTDR provides education and training for doctoral students who are seeking careers dedicated to understanding and eliminating disparities in breast cancer outcomes across population groups.

**Designs by UAB Professor in Demand Around the World**

Works by artist Erin Wright, MFA, which touch on topics from democracy to organ donation, are making a global impact. Wright is a professor of graphic design at UAB, in the College of Arts and Sciences’ Department of Art and Art History.

Wright has been invited to exhibit his poster designs from México City to Tehran. He is one of 100 international designers invited to participate in “Umberto Eco and the Pendulum:
Homage to Umberto Eco poster exhibition at the National Museum of Art in La Paz as part of the Bienal del Cartel Bolivia. In November, Wright traveled to La Paz for the exhibition, where his work was featured in the Bienal del Cartel juried exhibition, and will present the most recent edition of the "Posters Without Borders" exhibition, which he co-organized and curated.

Wright is a co-founder of PWB, a biennial international invitational poster exhibition. He and his PWB colleagues are scheduled to give a presentation on their works during the Bienal.

UAH ECONOMICS STUDENT AWARDED PRESTIGIOUS SCHOLARSHIP

Madeline Glosemeyer, a College of Business economics major, has been awarded the Jane M. Klausman Women in Business Scholarship by the Zonta International Foundation. She has been awarded both the district and international scholarships. Only 32 district and 12 international scholarships are awarded each year.

UAH LECTURER OF CURRICULUM AND INSTRUCTION ACCEPTS COUNCIL CHAIR POSITION

Dr. Hamsa Mahafza has accepted a position as Chair of the American Council on the Teaching of Foreign Languages, Heritage Language Special Interest Group.

ELECTRICAL AND COMPUTER ENGINEERING PROFESSOR AT UAH NAMED 2018 IEEE FELLOW

Dr. Timothy Boykin, has been named a 2018 Fellow of the Institute of Electrical and Electronics Engineers (IEEE). Dr. Boykin is being recognized for contributions to atomistic models for semiconductor device simulation. IEEE Fellow is the highest grade of membership and is recognized by the technical community as a prestigious honor.

UAH COLLEGE OF NURSING DEAN RECEIVES AWARD

Dr. Marsha Howell Adams was inducted into the 2017 Alabama Nursing Hall of Fame.

UAH COLLEGE OF NURSING CLINICAL ASSISTANT PROFESSOR COMPLETES DEGREE AND RECEIVES AWARD

Dr. Casey Norris completed her Doctor of Nursing Practice degree at UAH in October. She also received the Academic Excellence Award for Graduate School.

UAH COLLEGE OF NURSING CLINICAL ASSISTANT PROFESSOR RECEIVES AWARD

Ms. Cheryl Emich received the Outstanding Nurse Practitioner Educator Award for North Alabama 2017 from the Nurse Practitioner Alliance of Alabama.

UAH COLLEGE OF NURSING CLINICAL ASSISTANT PROFESSOR RECEIVES CERTIFICATION

Dr. Kristen Herrin became a Certified Online Instructor through the Learning Resources Network (LERN).
COLLEGE OF SCIENCE ASSOCIATE PROFESSOR RECEIVES OSA SENIOR MEMBERSHIP
Department of Physics and Astronomy Associate Professor Lingze Duan was promoted to Senior Membership by The Optical Society (OSA), the international professional society for optics and photonics.

UAH COLLEGE OF SCIENCE GRADUATE STUDENT SELECTED FOR NASA INTERNSHIP
Atmospheric Science graduate student Nathan Curtis, advised by Dr. Lawrence Carey, was selected for a NASA Pathways Internship with the Natural and Environmental Sciences branch at NASA Marshal Space Flight Center.

UAH COLLEGE OF SCIENCE GRADUATE STUDENTS WIN AWARDS AT SYMPOSIUM
Two Earth System Science graduate students, Ronan Lucey and Kelsey Herndon, working with SERVIR and advised by Dr. Robert Griffin, won first and second place awards at the 10th Annual Wernher von Braun Memorial Symposium.

UAH RESEARCH ENGINEER WINS AWARD
UAH Rotorcraft Systems Engineering and Simulation Center research engineer Patrick Hambloch was recognized with the IAF Young Space Leader Award at the International Astronautical Congress in Adelaide, Australia.

UAH RESEARCH CENTER ADMINISTRATOR RECEIVES COMPETITIVE SCHOLARSHIP AWARD
Anthony Edmondson, Research Program Administrator and Budget Analyst for UAH’s Propulsion Research Center (PRC), was recently awarded the highly competitive Society of Research Administrators International’s (SRAI) 2017 Annual Meeting Scholarship. As the award winner, Anthony received support to attend the SRAI Meeting, October 14-18, 2017, in Vancouver, Canada.

UAH PROPULSION RESEARCH CENTER STUDENT AWARDED NASA SPACE GRANT CONSORTIUM FELLOWSHIP
Propulsion Research Center student Robert Dalton Hicks was named a Graduate Fellow in the NASA Space Grant Consortium on November 14. Dalton’s research explores higher-performance self-pressurized oxidizers for space propulsion applications. The renewable fellowship provides $37,000, including a student stipend and expenses for an internship at a NASA Center.

UAH DEPARTMENT OF SPACE SCIENCE PROFESSOR ELECTED AS FELLOW
Nikolai Pogorelov was elected a 2017 American Physical Society Fellow.
ADVANCES IN RESEARCH

UAB STUDY FINDS DIETING AND
HIGH-INTENSITY EXERCISE HELPFUL
IN REDUCING RISK OF WEIGHT REGAIN

Researchers at UAB have found that combining a calorie-restricted diet with high-intensity interval training could be a solution for reducing weight regain after weight loss. Moderate-intensity exercise, such as a brisk walk or dancing, has been shown to reduce the lowering of one’s metabolic rate while restricting calories.

In a study published in the August issue of the American Journal of Physiology, UAB’s Eric Plaisance, Ph.D., principal investigator of the study, and a team of researchers looked at whether high-intensity interval training, or HIIT, could have an even greater effect. The team found that, in the presence of a calorie-restricted diet, high-intensity exercise training preserved muscle mass and had a greater impact on the way the body uses glucose for energy, in mice.

UAB STUDY EXAMINES GUN-RELATED DEATHS AND HOW TO PREVENT THEM

A UAB study provides new insight into gun violence by taking a more in-depth look at gun-related mortality rates, and suggesting methods for reducing those rates by focusing on specific components that change based on the type of death. The study, “A decompositional analysis of firearm-related mortality in the United States, 2001-2012,” breaks down rates of firearm-related deaths into respective components based on firearm availability, injury incidence and deaths among those injured.

By separating gun-related deaths into these categories, Russell Griffin, Ph.D., associate professor in the UAB School of Public Health, argues, “researchers are better able to understand the complexity of mortality rates and how to decrease them.” Unintentional gun-related deaths decreased from 2001-2012, a trend that is attributed to a decreasing case fatality rate, according to the study published in the journal Preventive Medicine.

UAB IS MAKING PSYCHIATRIC ICU UNITS MORE CALM AND SAFE

Turning down the lights and reducing noise levels as part of a stimulation reduction initiative can decrease assaults and the amount of time patients must spend in restraint at psychiatric intensive care units, according to new research from UAB. Findings published in the Journal of the American Psychiatric Nurses Association showed that simple techniques to reduce sensory overstimulation played a major role in creating a safer environment for both patients and staff.

“The time period roughly between 4-7 p.m. often sees an environment of commotion and disquietude on high-acute psychiatric units, resulting in a higher incidence of assaults and/or need to place patients in restraints to control aggressive behavior,” said Rachel E. Fargason, M.D., professor in the UAB Department of Psychiatry and senior author of the study. Fargason says the combination of bright lights, talkative staff, anxious evening visitors, clattering housekeeping carts and physician traffic can create a highly overstimulating environment.
UAB RESEARCH SHOWS DIETARY POTASSIUM REGULATES CALCIFICATION OF ARTERIES

Bananas and avocados – foods that are rich in potassium – may help protect against pathogenic vascular calcification, also known as hardening of the arteries. UAB researchers have shown, for the first time, that reduced dietary potassium promotes elevated aortic stiffness in a mouse model, as compared with normal-potassium-fed mice. Such arterial stiffness in humans is predictive of heart disease and death from heart disease, and it represents an important health problem for the nation as a whole.

The UAB researchers also found that increased dietary potassium levels lessened vascular calcification and aortic stiffness. Furthermore, they unraveled the molecular mechanism underlying the effects of low or high dietary potassium.

UAB FIRST IN U.S. TO USE HYPERARC HIGH-DEFINITION RADIOTHERAPY ON BRAIN CANCER

In October, UAB doctors treated brain cancer patients for the first time utilizing Varian HyperArc™ High-Definition Radiotherapy, making the academic medical center the first in the United States to use this technology for complex radiosurgical procedures.

With HyperArc, which Varian Medical Systems tested and partly developed in collaboration with UAB, clinicians can deliver more compact radiation doses that closely conform to the size, shape and location of brain cancer tumors while sparing more surrounding healthy tissue. About 20-40 percent of cancer patients will develop brain metastases. More than half of them will have more than one tumor in the brain.

“HyperArc allows us to plan and deliver state-of-the-art radiosurgery to highly complex cases efficiently with a very high degree of dose compactness and conformity, and has made it possible to treat patients with larger numbers of brain metastases very aggressively,” said John Fieveash, M.D., professor and vice chair for Academic Programs in the UAB Department of Radiation Oncology. He is also a senior scientist at the UAB Comprehensive Cancer Center.

UAH THEATRE PROFESSOR HAS WORK FEATURED


UAH ACCOUNTING PROFESSOR HAS ARTICLE ACCEPTED FOR PUBLICATION

Dr. Jing Zhang, Assistant Professor of Accounting, had an article, “Can Short Sellers Detect Internal Control Material Weaknesses? Evidence from Section 404 of the Sarbanes-Oxley Act” accepted for publication in Journal of Accounting, Auditing and Finance.

UAH PROFESSORS PUBLISHED

Dr. Eric Fong, Associate Professor of Management, and Dr. Allen Willhite, Professor of Economics, had their article, “Authorship and Citation Manipulation in Academic Research”
published by Public Library of Science (PLoS ONE).

UAH COLLEGE OF EDUCATION
FACULTY PUBLISHED
Sandra Lampley, Assistant Professor of Education, had her article “Exploring pedagogical content knowledge of biology graduate teaching assistants through their participation in lesson study” published in Teaching in Higher Education.

UAH COLLEGE OF EDUCATION
ASSISTANT PROFESSOR AWARDED GRANT
Sarah Roller was awarded a $10,279.88 grant by the Alabama Commission on Higher Education for her research on Advancing Chargers to Educators of Math and Science.

UAH COLLEGE OF NURSING
PROFESSORS CO-PUBLISHED
Dr. Yeow Chy Ng, Assistant Professor of Nursing, and Dr. Louise O'Keefe, Clinical Associate Professor of Nursing, co-published “Providers' Attitudes and Knowledge of Lesbian, Gay, Bisexual, and Transgender Health” for Federal Practitioner.

UAH COLLEGE OF NURSING
PROFESSORS CO-PUBLISHED
Dr. Angela Hollingsworth, Clinical Assistant Professor of Nursing, and Dr. Pamela O'Neal, Associate Professor of Nursing co-published “Effects of ad libitum high fat low carbohydrate dieting in middle-age male runners” for Medicine & Science in Sports & Exercise.

UAH COLLEGE OF NURSING
PROFESSORS CO-PUBLISHED
Dr. Karen Frith, Associate Dean of Nursing, and Dr. Angela Hollingsworth, Clinical Assistant Professor of Nursing co-published “Informatics in Management and Quality Improvement” for Informatics and Nursing: Competencies and Applications.

UAH COLLEGE OF NURSING
PROFESSORS CO-PUBLISHED
Dr. Karen Frith, Associate Dean of Nursing, and Dr. Sharon Coffey, Clinical Assistant Professor of Nursing, co-published “Informatics and Research” for Informatics and Nursing: Competencies and Applications.

UAH COLLEGE OF NURSING
PROFESSORS CO-PUBLISHED
Dr. Susan Alexander, Associate Professor of Nursing, and Dr. Donna Guerra, Clinical Assistant Professor of Nursing, co-published “The electronic health record” in Applied clinical informatics for nurses.

UAH COLLEGE OF NURSING
PROFESSOR CO-PUBLISHED
Dr. Pamela O'Neal, Associate Professor of Nursing, co-published “EBP Design and translation: Teaching how to begin a scholarly practice project” for Worldviews on Evidence-based Nursing.

UAH COLLEGE OF NURSING
PROFESSOR CO-PUBLISHED
Dr. Pamela O'Neal, Associate Professor of Nursing, co-published “A regional consortium for doctor of nursing practice education: Integrating improve-
UAH COLLEGE OF SCIENCE
PROFESSOR IS PRINCIPAL
INVESTIGATOR ON EPSCoR GRANT

Department of Space Science Chair and Distinguished Professor, Dr. Gary Zank, is Principal Investigator and UAH is the lead institution awarded a $20 million, five-year grant from the National Science Foundation’s Experimental Program to Stimulate Competitive Research (EPSCoR). The grant will fund the development of new predictive plasma-surface interaction technologies for the nation’s aerospace, manufacturing, energy, environment, and agricultural sectors.

UAH CSPAR RESEARCHERS
PARTICIPATE IN AN ADVANCED CONCEPT STUDY FOR NASA

Dr. James Adams and Dr. Evgeny Kuznetsov, Researchers in the Center for Space Plasma and Aeronomic Research, are part of a team conducting an Advanced Concept Study for NASA. The study is of a mission to make the first observations of cosmological neutrinos and to extend measurements of extreme energy cosmic rays, collecting enough events to locate nearby extra-galactic sources of cosmic rays.

UAH COLLEGE OF SCIENCE
ASSOCIATE PROFESSOR PUBLISHES PAPER

Dr. Gang Li, Associate Professor in the Department of Space Science, published a paper in The Journal of Geophysical Research: Space Physics, as the corresponding author.

UA, ALDOT LAY GROUNDWORK FOR FUTURE SELF-DRIVING VEHICLES

Advanced technology used to make traveling safer and more efficient is the focus of a new project led by UA and the Alabama Department of Transportation. Tuscaloosa is the first city in Alabama to install the technology that will collect data for research used to decrease travel time, reduce vehicle crashes and lay the groundwork for future self-driving vehicles. The project involves installing infrastructure components, known as dedicated short-range communication radios, or DSRC radios, into 85 traffic signals throughout Tuscaloosa and Northport. One useful application of this vehicle to infrastructure connectivity could be red light warnings in vehicles, similar to current collision warnings already installed in newer models.

UA RESEARCHER ON TEAM EXPLORING POTENTIAL LUNAR HABITATS FOR HUMANS

Dr. Rohan Sood, UA assistant professor of aerospace engineering and mechanics, is co-author on a paper published in Geophysical Research Letters that highlights the existence of a vast cavern carved out by ancient lava flows on the moon that could protect humans from the harmful environment of the lunar surface. The work confirms and expands previous findings Sood took part in that used radar data to show potential lava tubes across the moon.

Sood, who joined UA in February 2017, was part of a team while a graduate student at Purdue University that used data from a NASA mission to find the plausibility of these caverns, known as lava tubes, under the lunar surface. He presented the findings at the 2016 Lunar and Planetary Science Conference.
UA RESEARCHERS FIND POSSIBLE GLIMPSE OF WARMING FUTURE IN ICELAND STREAM

When a normally cold stream in Iceland was warmed, the make-up of life inside changed as larger organisms thrived while smaller ones struggled, according to two papers published by UA researchers. The findings carry implications for life in a warming climate as the experiment shows mobile organisms should fare better than those adapted to cooler temperatures unable to disperse. Co-authors at UA include Dr. Jon Benstead, freshwater ecologist and professor of biological sciences, and Dr. Alex Huryn, an ecologist who directs UA’s Center for Freshwater Studies and professor of biological sciences. Dr. Philip Johnson, UA professor emeritus of civil engineering, is also a co-author.

UA CYBER INSTITUTE BOLSTERS CAPABILITIES, PLOTS NEW DIRECTION

Recent additions to the UA Cyber Institute along with refocusing research and academic priorities should help it respond to the challenges and opportunities for cyber to change the human condition nationally and in the state. Researchers hired over the last few months will allow the Cyber Institute to branch into the areas of supply chain risk management and secure architecture as well as improve teaching in the cyber security area.

Reg Hyde, executive director of the Cyber Institute, said his group will continue to take advantage of existing strengths on campus including the colleges of Arts & Sciences, Engineering and Culverhouse College of Commerce, but is pivoting to new areas to support UA’s research goals.

UA STUDY SHOWS NEW MOTHERS, AFFLUENT AREAS DRIVE ‘ANTI-VACCINE’ SENTIMENT ON TWITTER

The anti-vaccination crowd is thriving on Twitter, where the negative sentiment clusters geographically across the United States, according to a recent study by Dr. Theodore S. Tomeny, UA assistant professor of psychology. He and colleagues used a machine-learning algorithm to examine nearly a half-million tweets over a five-year span that included mentions of “autism” and “vaccines.” Tomeny and co-author Chris Vargo, assistant professor of communication at the University of Colorado, found the prevalence of anti-vaccine chatter was associated with areas where people have higher annual incomes ($200,000 or greater) and areas with higher percentages of new mothers. In Alabama, the strongest anti-vaccination sentiment was found along the Gulf Coast and in and around the Birmingham metro area.

UA RESEARCH SHOWS WOMEN CEOs MORE LIKELY TO BE TARGETED BY ACTIVIST SHAREHOLDERS

Women CEOs are much more likely than their male counterparts to be targeted by activist shareholders, according to research conducted by a team that included two UA business professors, Drs. Vishal Gupta and Sandra Mortal. Both are associate professors in the Culverhouse College of Commerce and Business Administration and both were authors on the paper, “Do Women CEOs Face Greater Threat of Shareholder Activism Compared to Male CEOs? A Role Congruity Perspective,” published in the Journal of Applied Psychology. The study found male CEOs are much less likely than female CEOs to be the
target of shareholder activism, and activist investors are more likely to mob female CEOs. The team sampled large, publicly traded firms for the period from 1996 to 2013.

**UA REPORT: BUSINESS CONFIDENCE HOLDS STEADY ACROSS STATE**  
Business confidence among Alabama’s industry leaders remained high heading into the final quarter of 2017, according to a recent report from UA. The Alabama Business Confidence Index, a quarterly survey of statewide business sentiment by the Center for Business and Economic Research in UA’s Culverhouse College of Commerce, showed a slight dip in statewide business confidence, from 61.6 to 58.7, but the overall index score remains nearly five points higher than the previous five-year average. The index reached 65.2 for the second quarter of 2017. Business confidence in Mobile was the highest of the state’s four metro areas – which also includes Montgomery, Huntsville and Birmingham – with an index score of 62. All four metro areas registered a “positive” outlook, though Birmingham leaders’ confidence slipped 4.3 points to 54.8.

**UA RESEARCH SHOWS AN INSOMNIA LABEL MORE HARMFUL THAN POOR SLEEP**  
People who worry about poor sleep have more emotional and physical problems during the day than those who do not worry, regardless of how well either sleep, according to research conducted at UA. In a review of more than a dozen sleep studies going back more than 20 years, Dr. Kenneth Lichstein, UA professor of psychology, defines something he calls insomnia identity, a person’s conviction of having poor sleep. This belief is more indicative of poor health outcomes than poor sleep, he finds. Researchers can independently assess people’s views of their sleep and their sleep. Insomnia identity is a more potent predictor of daytime impairment than poor sleep, said Lichstein, who has researched sleep for more than 30 years. The findings were published in *Behaviour Research and Therapy*.

**UA RESEARCHER: CHANGES NEEDED TO NEWS COVERAGE OF MASS SHOOTERS**  
Reducing news coverage of rampage shooters’ personal information, like their names and photos, could be a deterrent to future mass shooters, according to Dr. Adam Lankford, UA associate professor of criminology. He recently authored “Don’t Name Them, Don’t Show Them, But Report Everything Else: A Pragmatic Proposal For Denying Mass Shooters The Attention They Seek and Deterring Future Offenders.”

The paper, published by the *American Behavioral Scientist*, explores the history of fame-seeking rampage shooters and news coverage of mass shooters, and recommends collective changes in how news media cover mass shootings.

**A RAW DEAL: UA RESEARCHER EXAMINED THE PREVALENCE OF UNTREATED SEWAGE IN RURAL ALABAMA**  
Dr. Mark Elliott is leading a project to get a grasp on how much raw wastewater, and the diseases it can spawn, flow into the water of Alabama’s
Black Belt. More than half the region is estimated to have soil where traditional septic systems do not work as intended. In one survey of Bibb County, 35 percent of homes without sewer had failing septic systems and another 15 percent of homes used a straight pipe for wastewater, meaning a pipe runs from the home to some other part of the property to drain untreated wastewater. He hopes research that quantifies the prevalence of straight pipe systems in homes will lead to changes such as the extension of town sewage systems to nearby homes and putting in shared systems for clusters of homes in more rural areas.
NEWS ABOUT DEVELOPMENT

RECENT GIFTS TO UAH

The Estate of Anthony Di Cerbo has given $159,600 to the Kaiho Dicerbo Memorial Scholarship.

The Boeing Company has donated $37,500 to support the Boeing Annual Scholarships in Business, Science, and Engineering.

The Boeing Company has also donated $38,500 to support various Engineering Programs at UAH to include the National Society of Black Engineers, the Society of Women Engineers, Society of Hispanic Professional Engineers, New Venture Challenge, the Fusion Propulsion Course, Integrated Product Teams, and The Women’s Leadership Council to support Girl’s Science and Engineering Day at UAH.

The Boeing Company has donated $75,000 to the Realizing Alternatives and Multiple Paths by Unlocking Your Potential (RAMP UP) program at UAH. RAMP UP provides project-based learning experiences that ensure portability, flexibility, and compatibility with state course of study standards.

The Jane K. Lowe Charitable Foundation has donated $50,000 to the maintenance of the University Lowe House.

Ms. Dorothy S. Davidson has given $26,927 toward the building of the D.S. Davidson Invention to Innovation Center at UAH.

The Pei-Ling Chan Trust has contributed $26,000 to the Kathy L. Chan Scholarship in Music.

An anonymous donor has contributed $25,000 through the Fidelity Charitable Gift Fund to the Hockey Program at UAH.

Northrop Grumman has given $12,000 in support of various Engineering Programs at UAH to include, National Society of Black Engineers, Society of Women Engineers, Society of Hispanic Professional Engineers, Tech Trek at UAH, The Space Hardware Club, Industrial and Systems Engineering, Electrical and Computer Engineering, Integrated Product Team, Charger IEEE, the Alabama Science and Engineering Fair, and Best Camp (a week-long residential program that gives high school students a taste of what being an engineering student at UAH is all about). They have also contributed $2,000 to the Computer Science program at UAH.

Alabama Car Tag donors have contributed $13,351.00 to the Alabama Car tag Scholarship.

The Huntsville/Madison County Airport Authority has donated $10,000 to the Hockey Program at UAH, and $2,500 to the General Athletics Fund.

Mr. and Mrs. Wilson W. Wilson have contributed $10,000.00 through the Wilson Family Charitable Fund of the Bank of America Charitable Gift Fund to the Wilson Family Scholarship in the College of AHS.

UA LAUNCHES CAMPAIGN FOR PERFORMING ARTS ON FORMER BRYCE PROPERTY

UA has launched a campaign to raise $15 million in private donations to support the construction of a new Performing Arts Academic Center on the former Bryce Hospital property. Former UA Athletic Director Bill Battle and his wife, Mary, are co-chairing the campaign cabinet that is leading the fundraising
effort, which has raised more than $6.3 million in booked and verbal gift commitments to date.

**UA Law Received $1.5 Million Gift for Endowed Chair**

The UA School of Law announced a $1.5 million gift from Hugh F. Culverhouse Jr., a trial attorney, investor and land owner in Sarasota, FL. The gift will establish the Hugh F. Culverhouse, Jr. Chair in Constitutional Law and will serve as a foundation for a center for constitutional studies.

Culverhouse’s father, Hugh F. Culverhouse Sr., is a 1947 graduate of Alabama Law. The younger Culverhouse said his desire to fund an endowed chair in constitutional law springs from his love of the Constitution and his respect for Mark E. Brandon, dean of Alabama Law, “who has devoted his life to the study and teaching of the U.S. Constitution.” Campus leaders applauded Culverhouse, his gift to Alabama Law and his generous support of UA.

**UA Celebrates Record-Breaking Fundraising Year**

Thanks to the generosity of more than 58,000 donors, UA set a new record for gifts and pledges received during a single fiscal year, raising more than $120 million in the 2016-17 fiscal year. The record, which occurred during President Stuart R. Bell’s second full year as University president, eclipses the previous mark of $116.4 million set in 2012, as well as the University’s average of $102 million for the previous five fiscal years by 18 percent. During the record-setting year that raised more than $120.7 million, donors provided nearly $25 million to fund endowed scholar-

ships, $20 million in endowed gifts for programs, $18 million to aid with campus construction projects and facility maintenance, and $4 million in endowed gifts to support faculty.

**UA Launches Inaugural Crowdfunding Campaign**

During the fall 2017 semester, the University launched UA Crowdfunding – an online fundraising platform used to generate support for the Capstone by connecting the power of social media, peer-to-peer relationships and collective giving. The platform eventually will allow donors the opportunity to support a variety of different projects created by those within the UA community. Supporters can make gifts of any size and track the overall progress of projects, which will typically run for 30 days. The inaugural campaign exceeded its goal of $40,000 to fund an entire section of new instruments for the Million Dollar Band.

**UAB Establishes the J. Benjamin Younger, M.D.-Roensch Family Endowed Chair**

Mary and E. Burns Roensch have given a gift to establish the J. Benjamin Younger, M.D.-Roensch Family Endowed Chair in Reproductive Endocrinology and Infertility to honor and pay tribute to the late Younger for his exemplary work and longtime commitment to infertility research and patient care. The Roensch family is committed to furthering the advancement of infertility research, and they remain grateful to Younger for his impact in their lives and want to help all hopeful parents have better outcomes.
UAB DEPRESSION AND SUICIDE PROGRAM

Kathryn and Raymond J. Harbert have committed funds in support of the UAB Depression and Suicide Program. The primary goals related to this gift are to provide better treatment and easier access to care for children, adults and elders suffering from depression by discovering better medications for difficult-to-treat depression, and serving as a training site for Alabama doctors, nurses and other professionals, while also positioning research activities to develop effective methods to predict and prevent depression and suicide.

UAB RECEIVES COMMITMENT TO ESTABLISH ENDOWMENT FOR NURSING LEADERSHIP AND INNOVATION

Joanne M. Disch and Jane H. Barnsteiner have made a testamentary commitment to establish the Joanne Disch/Jane Barnsteiner Endowment for Nursing Leadership and Innovation in the UAB School of Nursing. This fund will support activities promoting nursing leadership and innovation to prepare the nursing leaders of tomorrow and meet a critical need for the health care industry.

UAB RECEIVES FUNDS FOR ENDOWED MEDICAL SCHOLARSHIP

Louisa and Michael Weinrib have given funds to establish The Weinrib-Herzfeld Family Endowed Medical Scholarship to provide financial assistance to deserving third- and fourth-year students studying at UAB’s Montgomery Regional Medical Campus. These donors chose to support the Montgomery Regional Medical Campus to express their appreciation for its exceptional quality of care and medical education, as well as to help facilitate the education of the next generation of physicians to meet the need for primary care physicians in communities throughout the country, especially in the South.

UAB GETS COMMITMENT FOR NEW BASEBALL AND SOFTBALL CLUBHOUSE

Gerald Q. Kennedy has committed the lead gift for the new baseball and softball clubhouse. Immediately joining him in support of this athletic facility are Holly and Carl W. Pharis Jr. This capital project will allow Blazer student-athletes to enjoy the benefits of an elite-level facility while also positioning UAB Athletics to flourish into one of the premier athletics programs in the country.

HEARST FOUNDATION COMMITS FUND AT UAB FOR FIRST GENERATION SCHOLARS FUND IN PUBLIC HEALTH

The William Randolph Hearst Foundation has committed funds to support the Hearst Foundation First Generation Scholars Fund in Public Health, providing scholarships to help high-achieving first-generation scholars in earning their degrees. In 2000, the Foundation provided generous funds to establish The William Randolph Hearst Foundation Endowed Scholarship in the School of Public Health for graduate students from underrepresented, low-income and minority populations. This further contribution continues the Foundation’s commitment to UAB with the purpose of increasing the diversity of the field of public health and in the development, dissemination and application of knowledge to prevent disease and promote human health.
CONFERENCE/SYMPOSIA/PROGRAMS

UA COLLEGE OF ARTS & SCIENCES
HOSTED DIVERSITY DAY

The College of Arts and Sciences hosted a Diversity Day at the Bryant Conference Center. "Why Diversity Matters," was open to students and faculty of all disciplines. In addition to a workshop and two roundtable discussions, the symposium featured a keynote presentation by Dr. G. Christine Taylor, UA’s vice president and associate provost for Diversity, Equity and Inclusion, as well as three research presentations from faculty in the College of Arts and Sciences.

ACCLAIMED AUTHOR MARGARET ATWOOD PRESENTED LECTURE AT UA

Margaret Atwood, award-winning author of The Handmaid’s Tale and other literary works, presented a lecture at the Bama Theatre. The lecture, followed by a book signing, was presented by the Distinguished Visiting Writers Series in UA’s program in creative writing.

Atwood has won many international literary awards, including the prestigious Booker Prize, Arthur C. Clarke Award, Governor General’s Award, the PEN Pinter Prize and a Guggenheim Fellowship. She is the author of more than 50 volumes of poetry, children’s literature, fiction and non-fiction.

HARPER’S MAGAZINE EDITOR PRESENTED HIDDEN HUMANITIES LECTURE AT UA

James Marcus, editor of Harper’s Magazine, shared insight with college students through UA’s lecture series, “Hidden Humanities.” Marcus’ lecture focused on the importance of education in the humanities and relied heavily on his in-depth knowledge of American essayist and poet Ralph Waldo Emerson. Though Marcus admitted it is often difficult for humanities students to imagine the content of their textbooks becoming tools of life, he hoped to shed light on the relevance of education in the humanities in his lecture.

ALLELLE SERIES HOSTED SHOWING OF 'SPEAKING EVOLUTION' AT UA

The Alabama Lectures on Life’s Evolution, or ALLELE, series hosted a showing of “Discovering Alabama’s” newest production, “Speaking Evolution.” The program explored how the science of evolution is communicated to the general public. Narrated by NPR national correspondent Debbie Elliot, “Speaking Evolution” asked several prominent scientists about how the teaching of evolution could be changed in order to better explain it.

UA DEPARTMENTS HOST SYMPOSIUM CELEBRATING THE 500TH ANNIVERSARY OF PROTESTANT REFORMATION

Several departments within UA presented a symposium celebrating the 500th anniversary of the Protestant Reformation, a half century after Martin Luther originally nailed his 95 theses to the doors of a Roman Catholic church. An opening reception and curated book exhibit were followed by presentations and performances. The College of Arts
and Sciences, the School of Music, University Libraries Special Collections and the Hudson Strode Program in Renaissance Studies organized the symposium, which consists of a series of brief lectures and musical performances that celebrate the historical origins and effects of the Protestant Reformation in the modern world.

**FORMER AMBASSADOR AND UA ALUMNUS PRESENTED MILLS LECTURE**

Thomas Hubbard, senior director at McLarty Associates in Washington, D.C. and former United States Ambassador to the Republic of Korea and the Philippines, presented the Helen Crow Mills and John Carroll Mills Lecture at UA. Hubbard discussed his career as a foreign service officer. Hubbard served as the U.S. ambassador to the Philippines from 1996 to 2000, as well as the U.S. ambassador to South Korea from 2001 to 2004. Prior to this, he served seven years in Japan and was deputy chief of mission and acting ambassador in Malaysia.

**UAB HOSTS 21ST CENTURY LITERACIES CONFERENCE**

The Red Mountain Writing Project and the Maryann Manning Family Literacy Center, housed within the UAB School of Education, hosted the 21st Century Literacies Conference: Investigate, Innovate, Integrate on December 1-2. Faculty, students, alumni and educators joined literacy experts and nationally renowned authors Doug Fisher, Ph.D., Nancy Frey, Ph.D., and Diane Lapp, Ed.D., as they presented interactive sessions on topics on literacy in resource-limited settings, independent reading in the 21st century classroom and increasing student access to literacy-rich content. The conference provided sessions specifically for administrators concerning their role in increasing literacy and improving literacy efforts within their schools, as well as presentations geared toward secondary teachers, elementary teachers, instructional coaches, teacher leaders and reading coaches.

**UA OPERA THEATRE PRESENTED AMAHL AND THE NIGHT VISITORS**

UA’s Opera Theatre presented its third annual performance of *Amahl and the Night Visitors* in December at Bryant-Jordan Hall. The one-act chamber opera was free and open to the public. The performance, which is sponsored in part by the James I. Harrison Family Foundation, was first written for television and was telecast on NBC in 1955. The production was completely student driven, giving graduate students the opportunity to direct while Dr. Paul Houghtaling, associate professor of voice and director of the UA Opera Theatre, supervised.

**UAB LED EFFORT: CHAAMPS CONFERENCE LOOKS TO DEVELOP STRATEGIES FOR HEART DISEASE PREVENTION AND INTERVENTION**

The Center for Healthy African American Men through Partnerships, or CHAAMPS, hosted a forum October 30 to share successful strategies in cardiovascular disease prevention and intervention for African-American men. CHAAMPS – a consortium of academic centers and community organizations – is a collaborative center working to develop, implement and evaluate interventions to improve African-American men’s health through research, outreach and training. The effort is led
by UAB and the University of Minnesota, with multidisciplinary teams of investigators and national experts in diverse fields. Community partners include the National Football League, 100 Black Men of America, Inc., and the National USA Foundation. These relationships are essential in developing collaborative strategies to change the current health trajectory of African-American men.

**UAB Hosts 2017 Peace and Justice Studies Conference**

Peace scholars, educators and activists from around the world gathered at UAB on October 25-28 for the 2017 Peace and Justice Studies Association Annual Meeting. The Peace and Justice Studies Association is dedicated to bringing together academics, K-12 teachers and grassroots activists to explore alternatives to violence, and share visions and strategies for peacebuilding, social justice and social change.

**UAB Hosts Symposium Focusing on Successfully Integrating Veterans into the Workforce**

The UAB Deep South Center for Occupational Health and Safety hosted the fifth annual Veterans Disability Symposium to address “The Invisible Wounds of War” on November 3.

The symposium focused on causes, treatments and implications for veterans at home and work. Researchers, medical professionals, social workers and Veterans Affairs officials from across the country came together to make up panels focused on TBI, moral injury, aid and attendance, and reintegration.

The Deep South Center for Occupational Health and Safety is the only National Institute of Occupational Safety and Health Education and Research Center in our region and is a critical resource to business, labor and industry in preventing work-related injury and illness. Housed within UAB and Auburn University, it offers academic programs in industrial hygiene, occupational health nursing, and occupational safety and ergonomics.

**UAH Philosophy Assistant Professor Gives Invited Talk**

Jeremy Fischer gave an invited talk “Author Meets Critics Target Speaker with Two Critics” at the Tennessee Philosophical Association.

**UAH Philosophy Professor Gives Invited Talk**

Dr. Deborah Heikes gave an invited talk “Don’t Be Ignorant” at the Southwest Philosophical Society.

**UAH SBDC and PTAC Host Matchmaker Event**

The Small Business Development Center (SBDC) and the Procurement Technical Assistance Center (PTAC) hosted a matchmaker event attended by 68 representatives from 35 government agencies and large prime contractors, and 144 small business representatives from Alabama, Florida, Kentucky, Tennessee, Maryland, New York, and Arizona.

**UAH CMER Hosts Lean Six Sigma Conference**

The UAH Center for Management and Economic Research (CMER) hosted a two-day Lean Six Sigma Conference attended by more than 115 professionals from manufacturing,
healthcare, and aerospace/defense industries within the state. Dr. Jae Park, Associate Professor of Information Systems, presented on “Understanding IoT Security and Challenges.” Dr. Nic Loyd, Director of CMER, reviewed his doctoral thesis research on “Toyota Way Culture Affect the Success of Lean Production System Implementation?”

UAH COLLEGE OF NURSING CLINICAL ASSOCIATE PROFESSOR PRESENTS

Dr. Marlena Primeau presented “The Global Impact of Domestic Violence” for the International Healthcare Delegation to South America in Santiago, Chile.

UAH COLLEGE OF NURSING CLINICAL ASSISTANT PROFESSOR PRESENTS

Dr. Donna Guerra, Clinical Assistant Professor of Nursing, presented “Nurse Burnout” for the Alabama Association of Nursing Students, Annual Conference.

UAH COLLEGE OF NURSING PROFESSORS CO-PRESENT

Dr. Yeow Chy Ng, Assistant Professor of Nursing, and Dr. Louise O’Keefe, Clinical Associate Professor of Nursing, co-presented “Knowledge of Sexually Transmitted Infections and HIV among College Students on an HBCU Campus” in Indianapolis, IN.

UAH COLLEGE OF NURSING PROFESSORS CO-PRESENT

Dr. Elizabeth Barnby, Clinical Associate Professor of Nursing, and Dr. Angela Hollingsworth, Clinical Assistant Professor of Nursing, co-presented “A systematic approach to the diagnosis of pediatric patients who present with metabolic crisis in the emergency department” for the Southeastern Regional Genetics Group Poster Presentation (SERGG) in Huntsville.

UAH COLLEGE OF NURSING ASSOCIATE PROFESSOR PRESENTS

Dr. Susan Alexander presented “Legislative Update in Alabama” for the Nurse Practitioner Alliance of Alabama 11th Annual Meeting in Birmingham.

UAH COLLEGE OF SCIENCE GRADUATE STUDENT RECEIVES AWARD AT AGU

Atmospheric Science doctoral student, Kelcy Brunner, advised by Dr. Phillip Bitzer, was awarded the Best Student Poster Presentation award for the Atmospheric and Space Electricity (ASE) section at the 2017 American Geophysical Union Fall Meeting in December.

UAH COLLEGE OF SCIENCE ASSOCIATE PROFESSOR PRESENTS INVITED TALK

Department of Physics and Astronomy Associate Professor Lingze Duan presented an invited talk at the EMN Ultrafast Meeting in October in Orlando, FL. The title of his talk was “Ultrafast optical sampling and its applications in imaging, spectroscopy, and lidar.”
UAH COLLEGE OF SCIENCE
PROFESSOR PRESENTS INVITED LECTURE

Department of Chemistry Professor Carmen Scholz presented a lecture on the “Impact of Molecular Architecture of PEGylated Poly(amino acid)s on their Biorelevant Properties” at Macromex 2017. This US-Mexico Symposium on Advances in Polymer Science is held in Los Cabos Mexico, in December.

UAH COLLEGE OF SCIENCE ASSISTANT PROFESSOR PRESENTS INVITED TALK

Anusree Mukherjee presented the talk “Promise of Tetradentate Polypridydyl Ligand Supported Cu and Ni Complexes on H₂ Production” at the Southeastern Regional American Chemical Society Meeting in Charlotte, NC, in November 2017.

He also presented a talk entitled “Design and Reactivity of Bio-inspired Coordination Complexes Supported by Neutralpolypridydyl Ligands” at Auburn University in October 2017.

UAH PROPULSION RESEARCH CENTER HOSTS 49TH ROCKET TEST GROUP MEETING

The PRC hosted the Rocket Test Group (RTG) for their 49th biannual meeting this past month on the UAH campus.

UAH COLLEGE OF SPACE SCIENCE
ASSOCIATE PROFESSOR ATTENDS FALL AGU MEETING

Dr. Gang Li attended the 2017 Fall AGU meeting and served as a convener in the SH session of “Particle Acceleration and Transport in the Inner Heliosphere.”

UAH CSPAR RESEARCHER PRESENTS AT CONFERENCE

Dr. Tae Kim presented “A Time-dependent Heliospheric Model Driven by Empirical Boundary Conditions” at the 2017 AGU Fall Meeting in New Orleans, LA.

UAH PROFESSOR PRESENTS PAPER AT FALL AGU CONFERENCE

Dr. Qiang Hu, of the Department of Space Science, presented an oral presentation entitled “Small-scale magnetic flux ropes in the solar wind” at the annual AGU Fall Meeting in New Orleans, LA, in December 2017. He also co-convened and chaired sessions during this week-long meeting for professionals working in geophysical sciences worldwide.
UAB BOOSTS ALABAMA ECONOMY WITH $7.15 BILLION IMPACT, SUPPORTING NEARLY 65,000 JOBS

A new study shows UAB’s annual economic impact has grown to $7.15 billion a year, up from $4.6 billion just eight years ago – a 55 percent increase. UAB now directly employs more than 23,000 and supports more than 64,000 jobs – one of every 31 in Alabama.

UAB President Ray L. Watts announced the results of the Fiscal Year 2016 study conducted by Tripp Umbach at his annual State of the University Address on October 11, 2017. UAB is the state’s largest single employer, with more than 23,000 employees, and the institution celebrated a record enrollment with just under 21,000 students this fall. UAB students, faculty and staff generate more than $80.5 million in community impact through donations and volunteer time to local nonprofits, and the UAB Health System supports more than $144 million in charity care to underserved populations in Birmingham and across the state.

UAB ANNOUNCES AN EXPANSION, GIVING IT THE FASTEST SUPERCOMPUTER IN ALABAMA BY FAR

UAB now has far and away the fastest supercomputer in Alabama, one of the five fastest at academic institutions in the Southeast – and knocking on the door of the Top 500 fastest supercomputers in the world – accelerating the volume and speed at which transformational education, research and medical care can occur. The latest expansion of the UAB supercomputer – named Cheaha after Alabama’s highest peak – increases the computer’s power fourfold. UAB has added 72 graphics processing units, which will boost the Cheaha supercomputer’s power to 450 teraflops. A teraflop is a unit of computing speed equal to 1 trillion floating-point operations per second.

STUDENT SATISFACTION INCREASES TO ALL-TIME HIGH AT UAB, DATA SHOWS

UAB undergraduates surveyed by a leader in higher-education research are generally much more satisfied with their university experience than are their counterparts at U.S. public four-year institutions, and their satisfaction has improved significantly over the last two years. During the 2017 spring semester, all UAB undergraduates were invited to take the Student Satisfaction Inventory survey conducted by Ruffalo Noel Levitz.

UAB student satisfaction increased from the previous survey and is higher than national averages among four-year public universities in several categories: Student Centeredness, Campus Life, Instructional Effectiveness, Recruitment and Financial Aid, Campus Support Services, Academic Advising, Registration Effectiveness, Concern for the Individual, Service Excellence, Responsiveness to Diverse Populations, and Campus Climate.

UAB ENGINEERS INCLUDED IN $500 MILLION CONTRACT FOR INTERNATIONAL SPACE STATION WORK

UAB’s Engineering and Innovative Technology Development research group was recently announced
as a partner in a $500 million contract issued from NASA's International Space Station Program Office. The Research, Engineering and Mission Integration Services – or REMIS – contract was awarded to Teledyne Brown Engineering with EITD listed as a partner on the project.

Projects that EITD could potentially work on given the group’s areas of expertise include science hardware development, integration and operations, mission integrations and operations for payloads, science integration, payload processing for pre-launch and post-landing, new experiment unique equipment development, research facility upgrades, science validation testing, post-flight operations, sample recovery, and hardware refurbishment.

REACT PROGRAM AT UAB AWARDED GRANT TO TRAIN USAF PERSONNEL

UAB’s School of Health Professions’ Recognition and Evaluation of Autism Contact Training, or REACT, program – a partnership with the Interaction Advisory Group – has been awarded a grant by the Alabama Council on Developmental Disabilities to train more than 200 U.S. Air Force security forces and first responders on how to recognize and respond to people with autism and other developmental disabilities. The new training initiative will be held in Montgomery at Maxwell Air Force Base, which is home to the center for professional military education – Air University.

UAB FOOTBALL BOWL ELIGIBLE WITH RECORD WINS, CLARK HONORED AS COACH OF THE YEAR

The return of UAB Football was highlighted by a 6-0 undefeated home schedule and the highest home attendance in Conference USA, as well as a school-record eight wins and a bid to compete against Ohio University in the Bahamas Bowl on December 22.

In addition, head coach Bill Clark was named the Conference USA Coach of the Year and CBS Sports Coach of the Year, and received the Maxwell Football Club’s Thomas Brookshier Spirit Award. UAB landed 11 players on Conference USA All Conference Teams. Running back Spencer Brown was named Conference USA Freshman of the Year, and linebacker Shaq Jones was named to the All State AFGA Good Works Team.

UAH THEATER PROGRAM MOVES TO NEW ANNEX

UAH Theatre recently moved into a new Theatre Production Annex. Located in the back of the Early Learning Center, this 12,000 square foot facility boasts a scene shop, costume shop, seminar room, computer lab, rehearsal room and storage for the growing theatre program. This provision was made by the UAH President and Provost to enable the growth of the Theatre Program and the new BA in Theatre.

UAH LABORATORY HOSTS OPEN HOUSE

The Mechanics of Materials Under Extreme Environments (MMEE) Laboratory held their very first open house on Friday, October 13. The open house, organized by Dr. Kavan Hazeli
and the MMEE Team, included demonstrations of the lab’s dynamic tension and compression testing machine.

**ADVERTISING, PR PROGRAM AT UA IS IN TOP FIVE AGAIN**

UA’s advertising and public relations department has been named a top-five finalist for Outstanding Education Program in the 2018 *PRWeek* Awards. UA’s department has been a top-five program in eight of the 10 years *PRWeek* has given this award. The judging criteria for submissions consider each program’s faculty contributions to public relations in teaching, research and service to the industry, and the program’s initiatives in connecting current and former students to the public relations industry in three areas: job and internship placements, speakers and events, and consulting and experiential learning.

**UA SURPASSES GOAL IN 2017 UNITED WAY CAMPAIGN**

UA recently celebrated raising $454,929 for its 2017 United Way Campaign. The campaign, hosted by the College of Community Health Sciences, surpassed its goal by more than 21 percent. The campaign, themed “The Heart of UA: United for Community, Caring, Health and Service,” had a goal of $375,000. The campaign, coordinated by UA’s Division of Community Affairs, has exceeded its goal for 18 consecutive years.

**UA ATHLETIC TEAMS RANK IN THE TOP THIRD NATIONALLY IN GRADUATION SUCCESS**

The UA men’s basketball program, along with six other Crimson Tide programs, once again led the Southeastern Conference in Graduation Success Rate figures released recently by the National Collegiate Athletic Association. Overall, Alabama’s GSR was 90 this year, ranking in the top four among SEC schools. The Crimson Tide’s overall score ranks in the top third nationally.

**UA FACULTY AWARDED NOAA GRANT TO IMPROVE TORNADO WARNINGS FOR DEAF**

UA’s Drs. Jason C. Senkbeil and Darrin Griffin have been awarded a grant of $251,850 from the National Oceanic and Atmospheric Administration to study how tornado warnings could be improved in their accessibility and comprehension by members of the Deaf, Blind and Deaf-Blind communities. The grant will enable this team to build and test a system whereby Deaf people can view a local weather broadcast in a split-screen format. Half of the screen will show a meteorologist and the other half will show an American Sign Language interpreter. The team will conduct interviews with members of the Blind community in Mississippi and the Deaf and Deaf-Blind communities in Talladega to ascertain the specific needs of each community from the bottom up.

**UA LAW RECEIVES GRANT TO HELP INCREASE DIVERSITY IN LEGAL PROFESSION**

The UA School of Law has been awarded a $300,000 grant from the Law School Admission Council to create the Alabama Pre-Law Undergraduate Scholars Program to help prepare students for the law school admission process, success in law school and careers in the legal profession. The Alabama
PLUS Program will invite about 30 undergraduate students to the Law School in the summers of 2018, 2019 and 2020 to expose them to the joys and rigors of legal education for four weeks. Participants will focus on becoming competitive law school applicants, professional development and exposure to different legal practice areas.

STUDENT EXCHANGE SIGNED BETWEEN UA, GERMAN INSTITUTION

The memorandum of understanding signed between the Graduate School Materials Science in Mainz, Germany, and UA’s Center for Materials for Information Technology, the MINT Center, allows the exchange of students as well as faculty and staff members. It includes the promotion of joint research activities. For student exchange, the MINT Center offers a summer internship program, giving international graduate students the opportunity to participate in materials research projects. Students will work on a specific research project in close collaboration with faculty, post doctorates and other graduate students. Seminars, lunches and other social events will enable students to broaden their knowledge and socialize with their interdisciplinary collaborators at the MINT center.

UA DEFEATS AUBURN, SETS ALL-TIME RECORD IN FOOD DRIVE

More than 260,000 pounds of food was collected by The University of Alabama in this year’s Beat Auburn Beat Hunger food drive, far surpassing last year’s total of 150,332 pounds. Not only did UA reach a record high, but also the total amount of food collected by both schools during the fall-semester drive was 492,997 pounds, shattering the record of 395,300 pounds achieved in 2016.

UA JOINS ATMOSPHERIC RESEARCH GROUP

UA recently was accepted into the University Corporation for Atmospheric Research, or UCAR, a national organization focused on research and training in the atmospheric and related Earth system sciences. UCAR is a consortium of 117 universities and colleges across North America and manages the National Center for Atmospheric Research with sponsorship by the National Science Foundation. Through its community programs, UCAR supports and extends the capabilities of its academic consortium. Researchers across the UA campus work in this area including those in engineering disciplines and the natural sciences.

UA’S CW SELECTED AS NATION’S TOP COLLEGE WEEKLY NEWSPAPER

The College Media Association named the Crimson White the national Four-Year Weekly Newspaper of the Year at its Pinnacle Awards competition recently in Dallas. The Pinnacle Awards honors the best college media organizations and individual work in the country, according to its website.
RETIREEMENTS/DEATHS

UAH

Retirements:

Michael Carter, Instructional Tech Specialist, College of Nursing
Evans Criswell, Research Scientist II, Information Technology and Systems Center
William Hanson, Research Scientist IV, Systems Management & Production Center
William McCrary, Custodial Worker II, Custodial Services
Rickey Phillips, Materials Aide, Alabama Math, Science, and Technology Initiative

Deaths:

William Cox, Research Associate I, Step 2, Systems Management & Production Center
Bobby Dempsey, Campus Safety Specialist, Environmental Health & Safety
Debra Henderson, Accounting Assistant, Accounting & Financial Reporting
Joseph Leahy, Associate Professor, Biological Sciences

UA

Retirements:

Judy Burns, Staff, Facility Custodial
Linda Y. Carden, Staff, Career Center Administration
Linda Page Cummins, Faculty, Music
Cynthia Y. Dunn, Staff, Dean of Students
Edward E. Guy, Staff, Engineering Dean’s Office
Charlotte B. Herrin, Faculty, Social Work Continuing Studies
Anne Hornsby, Faculty, General Law Studies
Carmen Houser, Staff, Test and Data Management
Dr. Rick A. Houser, Faculty, Educational Studies Psychology/Research Methods
Charles E. King, Staff, School of Law Dean’s Office
Kenneth L. Lichstein, Staff, Psychology
Pamela S. Mallon, Staff, Parking Administration
Robert L. Marshall, Staff, School of Law Dean’s Office
Priscilla L. Payne, Staff, Nursing Dean’s Office
Mary Ann Robbins, Staff, University Libraries
Daniel Sieber, Staff, University Printing
Willie L. Townsend, Staff, University Printing
Deaths:

Agnes Emfinger, Retired Staff, School of Law
Ruth M. Kibbey, Retired Staff, History
Janell Matthews, Retired Staff, Financial Aid
Wayne McDaniel, Retired Staff, Faculty Resource Center
Sarah B. Reeves, Faculty, Libraries
Dr. Curtis P. Sellers, Retired Faculty, Education
Lt. Joseph B. Shaw, Retired Staff, Police Department

UAB

Retirements:

James R. Alexander, Professor, Art and Art History
Lee Allen, Medical Technologist, Labs-Hospital
Deborah L. Alvis, Administrative Associate, Physician Relations & Patient Referral
Tonya Anthony, Training Coordinator, Center Community Outreach Development (CORD)
Norman Askew, Peer Advocate, Psychiatry-Substance Abuse
Patricia L. Balaban, RN, Transplant & General Surgical Services
Lisa M. Baldone, Nurse Practitioner-Inpatient, Center for Psychiatric Medicine
Kenneth A. Banasiewicz, Scientist III, Engineering & Innovative Technical Development
Scott R. Barnum, Professor Microbiology
Lawrence Beal, Environmental Services Specialist-Hospital, Environmental Services
Preston Beck, Researcher V, Biomaterials
Jacquelin B. Bennett, Program Coordinator I, MD/PhD Program
John Edward Bennett, RN, Transplant & General Surgical Services
Melissa Ann Bentley, Pharmacist, Pharmacy-Operations-TKC
Libby Bibb, Administrative Support Specialist, Medicine-Preventive Medicine
Almeria Bishop, RN, Resource Management Systems
Serge Bokobza, Professor, Foreign Languages
Linda Lenier Brantley, Project Coordinator II-Ent, Telecommunications Services
Becky Brazeel, Administrative Associate, Pediatrics-Neonatology
Bobbie Gail Bunn, Office Associate II, Pediatrics-Adolescent Medicine
Marlesa Burson, Protocol Analyst II, Office Institutional Review Board for Human Use
Charles Calhoun, Associate Professor, Curriculum Instruction
Angelette Christian, Program Coordinator I, Food & Nutrition Services
Gary Coley, Radiologic Technologist, Radiology-Hospital
Thelma Collins, Patient Care Technician, Women’s & Infants Services
Susan B. Conrad, Director, Cardiovascular Services
Bari L. Cotton, Nurse Research Manager, Pediatrics-Infectious Disease
Elizabeth Cottrell, Patient Care Technician, Cardiovascular Services
Gloria Ann Orr Crump, Environmental Services Specialist-Campus, Building Services
Seini O. Donald, Medical Transcriptionist, Labs-Hospital
Steven B. Dowd, Associate Professor, Medical Imaging and Therapy, Radiologic Science Division (Org Ret)
Phyllis Drake, RN-Assistant Nurse Manager, Center for Psychiatric Medicine
Donna Duke, System Analyst, The University Computer Center (Org Ret)
Becki Dunn, Protocol Analyst II, Office Institutional Review Board for Human Use
Rita Elston, Manager, Equipment Accounting, Equipment Accounting
Debra Forbus, CT Technologist, Radiology-Hospital
Kimberly H. Fort, Executive Director, Administrative & Finance, Office of the Provost
Odessa Foster, Office Associate II, Bartow Arena Operations
Wanda F. Franklin, Supervisor, Help Desk-Enterprise, AskIT Help Desk
Kohtaro Fujihashi, Professor, Dentistry DMD Non-PC, Pediatric Dentistry
Gloria Gaskins, Office Associate II, Anatomic Pathology
Robert S. Gaston, Professor, Medicine MD, Medicine-Nephrology
Leathea M. Gray, Pre-Press Designer/Typesetter, Print Plant
Patricia A. Griffin, Program Coordinator I, Sparks Center for Development & Learning Disorders
Sterling Griffin, Director, IT Client Services-Enterprise, Desktop Support Services
Vincenzo Guarecello, Researcher V, Vision Science Research Center
Lannie Guster, Hospitality Specialist, Alyss Stephens Center (RET)
Ronald R. Hale, Security Officer, Security Police Services
Vickie Harris, Neurophysiology Technologist Certified, Seizure Monitoring
Connie S. Hataway, Instructor Nursing, Nursing Acute, Chronic & Continuing Care
Sabrina Hawkins, RN, Neurology-Hospital
Juanita Anne Volker Hilbers, Director, Employee Assistance Program, HRM Employee Assistant & Counseling Center
Alisa Hill-Jenkins, Shipping Receiving Clerk, Shipping & Receiving
Carolyn C. Hood, Patient Care Technician, Resource Management Systems
Henrietta Horton, Contract Administrator, Managed Care Contracting
Katherine Huber, RN, Assistant Nurse Manager, Rehab Nursing Services
Johnny R. Hyde, Instrument and Control Mechanic, Building Automation & Controls
Patricia Ann Jackson, Patient Care Technician, Women's & Infants Services
Debbie Jones, Program Coordinator II, Medicine-Endocrinology, Diabetes & Metabolism
Lynette Jordan, Nursing Staffing Specialist, Resource Management Systems
Angela C. Kendraf, Nurse Coordinator, Medicine-Immunology/Rheumatology
David R. Kloda, Physician Assistant, Surgery-Transplantation
Rachel Lamb, RN, OR, Perioperative Services-UAB Highlands
Brenda Latham, House Supervisor, Center for Patient Flow
Barbara Ann Betcher Lazarre, Administrative Supervisor, Anatomic Pathology
Joan Leary, Training Instructor, Psychiatry-Substance Abuse
Maryetta G. Lundy, RN-Case Manager, Care Management
J. C. Maddox, Jr., Environmental Services Specialist-Hospital, Environmental Services
W. J. Many, Jr., Professor/Associate Dean, School of Medicine-Montgomery
Alfred V. Mathews, Systems Analyst II-Enterprise, Systems & Server Support
Gwendolyn Matthews, Environmental Services Specialist-Hospital, Environmental Services
Marion E. Matthews, Pharmacy Technician, Pharmacy-Hospital
Voncille E. McCray, Cardiology Technician Noninvasive, Cardiovascular Imaging
Robert Meakin, Professor, Mechanical Engineering
Janet L. Meredith, RN, Rehab Nursing Services
Mary Kidd Miller, RN, Transplant & General Surgical Services
Trenedda E. Moody, Patient Care Technician, Women’s & Infants Services
Paul Mosteller, Associate Professor, Music
Lois C. Musgrove, Researcher V, Medicine-Gastroenterology
William Neugent, General Mechanic, Campus Maintenance
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John Stephen Osborn, Pharmacist, Pharmacy-UAB Highlands
Charles Cecil Parker, General Mechanic, Hospital Maintenance
Randall Parks, Program Director II, Medicine-Immunology/Rheumatology
Steven E. Parsons, Cert RN First Assistant, Perioperative Services
Simonetta Perdue, Histocompatibility Technologist, Transplant Operations
Rodney T. Perry, Scientist III, Epidemiology
Wanda D. Pevsner, Assistant Professor, Curriculum Instruction
Candace Phillips, RN, Perioperative Services
Daniel Phillips, Instructor, Otolaryngology Chair Office
T. Scott Plutchak, Associate Professor, UAB Libraries
Judith D. Pope, Patient Care Technician, Women’s & Infants Services
Peter Edward Prevelige, Jr., Professor, Microbiology
Elaine Prewitt, Patient Care Technician, Perioperative Services-UAB Highlands
Albert Pride, Perioperative Services Care Technician, Perioperative Services
Lisa Reburn, Project Director, e-Learning & Professor Studies
Wiley T. Reed, Health Information Management Technician II, Health Information Management
Lily Reedy, Patient Care Technician, Rehab Nursing Services
Mary Ann B. Rice, Administrative Support Specialist, Biostatistics
Susan Roberts, Supervisor-Respiratory, Women’s & Infants Services
Robert A. Robicheaux, Professor, Marketing, Industrial Distribution, & Economics
Angelia Green Robinson, Office Associate II, Perioperative Services
Jason W. Ross, Postal Clerk, Post Office
Linda Roussel, Professor, Nursing Family, Community & Health Systems, School of Nursing
Naron Q. Salter, Painter, Hospital Maintenance
Donna Satterfield, Records Management Specialist II, Office of Associate VP Development & Alumni
Elaine K. Satterfield, Office Associate I, Occupational Therapy
Trenton Schoeb, Professor, Genetics Research Division
Jeffrey Sellers, Researcher V, Comprehensive Cancer Center
Sallie J. Shipman, Assistant Professor Nursing (With Doctorate), Nursing Family, Community & Health Systems
James A. Sims, Trauma Communication Center Communicator, Trauma Communications
Sandra F. Sims, Patient Transporter, Guest Services (Est 05)
Lorraime F. Slaughter, RN-Utilization Management Specialist, Utilization Management
Pluenta Slaughter, Enrollment Services Assistant Senior, Enrollment Operations
Jason Smith, Financial Aid Specialist I, Financial Aid
Alan P. Sprague, Professor, Computer Science
Kiran Srivastava, Researcher V, Department of Optometry & Vision Science
Amy Stanford, Executive Assistant I, ACMO-BB Taylor-General
Letitia Stribbling, Patient Care Technician, Women’s & Infants Services
Rhonda H. Taylor, RN, Resource Management Systems
Joanice Thompson, Program Director II, Medicine-Preventive Medicine
Wendy Rochelle Thompson, RN II, Neurosurgery-Hospital
Cheryl Thurman, Unit Secretary, Neurology-Hospital
Cynthia G. Tipton, RN, Medical Nursing
Anita D. Turner, Program Manager II, Medicine-Immunology/Rheumatology
Georgia Turner, Environmental Services Specialist-Hospital, Environmental Services
Jennifer Vinson, Administrative Associate, Civil, Construction & Environmental Engineering
Susan Vola, Sterile Supply Technician II, Perioperative Services
Sandy K. Waddle, Surgical Technician, Women’s & Infants Services
Joshua Watson, Academic Advisor II, Student-Athlete Support Services
Wilhelmeina H. Weaver, Cardiology Technician-Noninvasive, Cardiovascular Imaging
Robert E. Wells, General Mechanic, Campus Maintenance
Linda H. Westendorf, Office Associate II, Anesthesiology Chair Office
Jonathan Williams, Supervisor, Operations-Enterprise, Health System Information Services
Kimberly Michele Wood, RN, Nursing Services-UAB Highlands
 Yingkui Yang, Assistant Professor, Surgery-Pediatric
Guo-Qiang Zhu, System Analyst, Medicine-Preventive Medicine
Darrell Ziroli, Physician Assistant, Cardiovascular Services

Deaths:

Francis Arrington, PRE-ORACLE
Frances Cannon, Licensed Practical Nurse, Continuing Care Nursery
Barbara T. Evans, Office Services Specialist II, NSM-Biology-I
Richard Faust, Director, Payroll Services, Payroll Department
Smitty Ferguson, Mechanic HVAC, Maintenance-Campus
Betty Jean Heard, Baker, Food Services-Production & Sanitation
Carl E. Jelks, Temporary Specialist Hospital Services, Temporary Services
Kathleen D. Kauffman, University Counsel, Office of Counsel-UAB System
Robert E. Kynerd, Associate Professor, Family Practice MD, Family & Community Medicine Chair Office
Frances Musgrove, Registered Nurse, Transplantation Dialysis Unit
Brian Rosenow, Director, Systems & Operations, School of Optometry Dean's Office
Barbara Rowser, Environmental Services Specialist-Campus, Building Services
Donald Solomon, Consultant, School of Public Health Dean's Office
THIRTEENTH SUPPLEMENTAL INDENTURE

Dated February [_____] 2018

between

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

and

U.S. BANK NATIONAL ASSOCIATION

Relating to the issuance of
$________________
The University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-A1

and

$________________
The University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-A2

by
The Board of Trustees of
The University of Alabama
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**EXHIBIT A - Letter of Representations**
THIRTEENTH INDENTURE

THIS THIRTEENTH SUPPLEMENTAL INDENTURE dated February [____], 2018 is entered into by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor to SouthTrust Bank (the “Trustee”), as Trustee under that certain Trust Indenture dated November 1, 1989 (the “Original Indenture”), as amended and supplemented, between the Issuer and the Trustee.

Recitals

Pursuant to the authority granted by the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended (the “Enabling Law”), the Issuer has duly authorized the creation, execution and delivery from time to time of its bonds of substantially the tenor provided in the Indenture (the “Bonds”), issuable in one or more series; and to secure the Bonds and to provide for their authentication and delivery by the Trustee, the Issuer and the Trustee have heretofore entered into the Indenture.

The Issuer operates educational facilities in Huntsville, Alabama through its division The University of Alabama in Huntsville (“UAH”).

Pursuant to the Indenture the Issuer has heretofore issued the following:

(i) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1989-A (the “Series 1989-A Bonds”) in the aggregate principal amount of $15,000,000;

(ii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1992-A (the “Series 1992-A Bonds”) in the aggregate principal amount of $6,260,000;

(iii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1993-A (the “Series 1993-A Bonds”) in the aggregate principal amount of $16,620,000;

(iv) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1999-A (the “Series 1999-A Bonds”) in the aggregate principal amount of $8,900,000;

(v) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2002-A (the “Series 2002-A Bonds”) in the aggregate principal amount of $3,965,000;

(vi) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2003-A (the “Series 2003-A Bonds”) in the aggregate principal amount of $17,890,000;

(vii) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2005-A (the “Series 2005-A Bonds”) in the aggregate principal amount of $8,580,000;

(viii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2009-A (the “Series 2009-A Bonds”) in the aggregate principal amount of $8,115,000;

(ix) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-A (the “Series 2012-A Bonds”) in the aggregate principal amount of $11,170,000;
(x) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-B (the “Series 2012-B Bonds”) in the aggregate principal amount of $13,700,000;

(xi) its The University of Alabama in Huntsville General Fee Revenue Bond, Series 2013-Al (the “Series 2013-Al Bond”) in the principal amount of $7,550,000;

(xii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2013A2 (the “Series 2013-A2 Bond”) in the aggregate principal amount of $24,455,000;

(xiii) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2014-A (the “Series 2014-A Bond”) in the aggregate principal amount of $11,860,000; and

(iv) it’s The University of Alabama in Huntsville General Fee Revenue Refunding Bond, Series 2015-A (the “Series 2015 Bond”) in the aggregate principal amount of $5,175,000.

The Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-Al Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds and the Series 2015 Bond are the only Bonds outstanding under the Indenture. This Supplemental Indenture authorizes (i) an additional series of Bonds in the aggregate principal amount of $[____________] and designated as The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1 (the “Series 2018-A1 Bonds”), and (ii) an additional series of Bonds in the aggregate principal amount of $[____________] and designated as The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2 (the “Series 2018-A2 Bonds”). The Series 2018-A1 Bonds and the Series 2018-A2 Bonds are herein together referred to as the “Series 2018-A Bonds”.

The Series 2018-A Bonds are being issued for the purpose of (i) paying the costs of the 2018 Capital Improvements (hereinafter defined), and (ii) paying the costs of issuance of the Series 2018-A Bonds.

The Issuer has also issued its $27,990,000 The University of Alabama in Huntsville Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A (the “Subordinate Bonds”). The pledge and assignment of the General Fees to the payment of the Subordinate Bonds was made (i) subject and subordinate to then existing pledges of the General Fees to the payment of certain outstanding bonds of the Issuer, including the existing pledges of the General Fees (or portions thereof) for the benefit of the Bonds, and (ii) any future pledges of General Fees.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Series 2018-A Bonds authorized hereby are authenticated, issued, and delivered, and in consideration of the premises and of the purchase and acceptance of the Series 2018-A Bonds by the Holders thereof, the Issuer covenants and agrees with the Trustee as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.01 Definitions

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:
“Direct Pay Agreement” means any agreement between the Board, the Trustee and the Holder of the Series 2018-A Bonds acquired by such Holder at the original issuance thereof and delivered pursuant to this Supplemental Indenture.

“Eighth Supplemental Indenture” means that certain Eighth Supplemental Indenture dated April 1, 2012, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 2012-A Bonds.

“Eleventh Supplemental Indenture” means that certain Eleventh Supplemental Indenture dated December 1, 2014, between the Issuer and the Trustee, which provided for the issuance of the Series 2014-A Bonds.

“Fifth Supplemental Indenture” means that certain Fifth Supplemental Indenture dated February 1, 2003, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 2003-A Bonds.

“First Supplemental Indenture” means that certain First Supplemental Indenture dated July 1, 1992, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 1992-A Bonds.

“Fourth Supplemental Indenture” means that certain Fourth Supplemental Indenture dated December 1, 2002, between the Issuer and the Trustee, which provided for the issuance of the Series 2002-A Bonds.

“Holder” means, with respect to: (i) the Series 2018-A Bonds delivered to a Holder that is party to a Direct Pay Agreement, the person or persons in whose name such Bond is registered on the Bond Register maintained by the Trustee, and (ii) for all other Series 2018-A Bonds, the beneficial owner of such Bonds on the records maintained pursuant to the Book-Entry System.

“Indenture” means the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, this Supplemental Indenture, and any additional supplemental indentures entered into in accordance with the terms of the Original Indenture.

“Interest Payment Date” means, with respect to the Series 2018-A Bonds, each September 1 and March 1, commencing September 1, 2018.

“Ninth Supplemental Indenture” means that certain Ninth Supplemental Indenture dated September 1, 2012, between the Issuer and the Trustee which provided for the issuance of the Series 2012-B Bonds.

“Original Indenture” means that certain Trust Indenture dated November 1, 1989 between the Issuer and the Trustee, as originally executed and delivered by the parties to such instrument.

“Second Supplemental Indenture” means that certain Second Supplemental Indenture dated May 1, 1993, between the Issuer and the Trustee which provided for the issuance of the Series 1993-A Bonds.
“Series 2003-A Bonds” means the Bonds issued pursuant to the Sixth Supplemental Indenture and bearing the designation “Series 2003-A”.

“Series 2015-A Bonds” means the Bonds issued pursuant to the Twelfth Supplemental Indenture.


“Series 2018-A2 Bonds” means the Series 2018-A2 Bonds issued pursuant to Article 3 of this Supplemental Indenture.


“Seventh Supplemental Indenture” means that certain Seventh Supplemental Indenture dated July 1, 2009, between the Issuer and the Trustee, which provided for the issuance of the Series 2009-A Bonds.

“Sixth Supplemental Indenture” means that certain Sixth Supplemental Indenture dated October 1, 2005, between the Issuer and the Trustee, which provided for the issuance of the Series 2005-A Bonds.

“Subordinate Bonds” means the Issuer’s $27,990,000 The University of Alabama in Huntsville Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A.

“Tax Certificate and Agreement” shall mean that certain Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Series 2015-A Bonds.

“Tenth Supplemental Indenture” means that certain Tenth Supplemental Indenture dated April 1, 2013, between the Issuer and the Trustee, which provided for the issuance of the Series 2013-A Bonds.

“Third Supplemental Indenture” means that certain Third Supplemental Indenture dated December 1, 1999, between the Issuer and the Trustee, which provided for the issuance of the Series 1999-A Bonds.

“Twelfth Supplemental Indenture” means that certain Twelfth Supplemental Indenture dated March 1, 2015, between the Issuer and the Trustee, which provided for the issuance of the Series 2015 Bond.

“2018 Capital Improvements” means the design, acquisition, construction, installation, furnishing and equipping of student housing and related capital improvements and equipment at the campus of UAH.

SECTION 1.02 Definitions in Original Indenture to be Applicable

Except as otherwise expressly provided in this Supplemental Indenture, or unless the context otherwise requires, capitalized terms not otherwise defined in this Supplemental Indenture shall have the meaning assigned in the Original Indenture.

SECTION 1.03 Use of Phrases, etc.
“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Supplemental Indenture as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

ARTICLE 2
Series 2018-A1 Bonds

Note: If the Series 2018-A1 Bonds are delivered in Loan Form (per the 2018-A1 Notice of Sale contained in the Preliminary Official Statement for the Series 2018-A Bonds), then the provisions set forth on Appendix 2018-A1 shall apply and, upon pricing and sale of the Series 2018-A1 Bonds, the provisions in said Appendix 2018-A1 shall be substituted for this Article 2.

SECTION 2.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1” (herein called the “Series 2018-A1 Bonds”). The aggregate principal amount of the Series 2018-A1 Bonds which may be authenticated and delivered and Outstanding is limited to $[__________].

(b) The Series 2018-A1 Bonds shall be issuable as registered bonds without coupons in the denomination of $5,000 and any multiple of $5,000 in excess thereof. Each Series 2018-A1 Bond shall have a single principal maturity. The Series 2018-A1 Bonds shall be numbered separately from 1 upward.

(c) The Series 2018-A1 Bonds shall mature and become payable on September 1 in the years and amounts shown below. All Series 2018-A1 Bonds with the same maturity and CUSIP designation shall bear interest at the same rate. The principal amount of Series 2018-A1 Bonds maturing on each maturity date and the applicable rate of interest for the Series 2018-A1 Bonds of each maturity are as follows:

<table>
<thead>
<tr>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
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<tr>
<td>2021</td>
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<td>2022</td>
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<td>2031</td>
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<td>2032</td>
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<td>2033</td>
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</tr>
<tr>
<td>2034</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2035</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(d) Interest on the Series 2018-A1 Bonds which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Principal of (and premium, if any, on) the Series 2018-A1 Bonds and accrued interest on the Series 2018-A1 Bonds due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender thereof at the Principal Office of the Trustee or at the office of any other Paying Agent therefor.

(e) Subsection (d) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Series 2018-A1 Bond in a principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Bond on any Bond Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee, provided that:

1. such written request contains adequate instructions for the method of payment, and
2. payment of the principal of (and redemption premium, if any, on) such Bond and payment of accrued interest on such Bond due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Bond to the Trustee.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-A1 Bonds payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

SECTION 2.02 Exchangeability

Subject to Section 4.07 of the Original Indenture, all Series 2018-A1 Bonds shall, upon surrender at the Principal Office of the Trustee, be exchangeable for a like aggregate principal amount of Series 2018-A1 Bonds, of any authorized denominations and of the same maturity and interest rate, as requested by the Holders surrendering the same. The Issuer will execute, and the Trustee shall authenticate and deliver, Series 2018-A1 Bonds whenever the same are required for any exchange.

SECTION 2.03 Redemption

The Series 2018-A1 Bonds shall be redeemable in accordance with Article 5 of the Original Indenture and the redemption provisions contained in the form of the Series 2018-A1 Bonds set forth in Section 2.04 of this Supplemental Indenture.

SECTION 2.04 Form of Series 2018-A1 Bonds

The Series 2018-A1 Bonds and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:
[Form of Series 2018-A1 Bonds]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-A1

No. __________________ $ __________
Maturity Date: __________ Interest Rate: __________________ %

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

CEDE & CO.,
or registered assigns, the principal sum of

_____________________________ DOLLARS

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning September 1, 2018 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the person entitled thereto at her or his address appearing in the Bond Register
maintained by the Trustee. Such payment shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. Upon the terms and conditions provided in the Indenture, the Holder of any Series 2018-A1 Bond in a principal amount of not less than $1,000,000 may request that payment of Debt Service on such Bond be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the Issuer, aggregating $[_________ ] in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1” (the “Series 2018-A1 Bonds”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2013, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015 and a Thirteenth Supplemental Indenture dated the date of the Series 2018-A1 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-A1 Bonds and all other bonds issued under the Indenture are herein collectively called the “Bonds.”

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Indenture, the Series 2018-A1 Bonds are subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** The Series 2018-A1 Bonds are not subject to redemption prior to maturity at the option of the Issuer.
(2) [Mandatory Redemption of Series 2018-A1 Term Bonds. Series 2018-A1 Bonds maturing in [_____] (the “Series 2018-A1 Term Bonds”) shall be redeemed by the Issuer, at and for a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1 in years and principal amounts (after credit as provided below) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
</table>

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to Series 2018-A1 Term Bonds, the Trustee shall proceed to select for redemption, by lot, Series 2018-A1 Term Bonds or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Series 2018-A1 Term Bonds or portions thereof for redemption on such mandatory redemption date. The Issuer may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of Series 2018-A1 Term Bonds scheduled for redemption on such date: (i) the principal amount of Series 2018-A1 Term Bonds delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; and (ii) the principal amount of Series 2018-A1 Term Bonds previously redeemed (other than Series 2018-A1 Term Bonds redeemed pursuant to this paragraph) and not previously claimed as a credit.]

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Indenture.

Except as otherwise provided with respect to mandatory redemption of Series 2018-A1 Term Bonds, if less than all Bonds Outstanding of this series are to be redeemed, the principal amount of Bonds of each maturity to be redeemed may be specified by the Issuer by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Bonds of this series.

If less than all Bonds of this series with the same maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Bonds of this series, or a multiple thereof) of the principal of Bonds of this series of such maturity of a denomination larger than the smallest authorized denomination.

Upon any partial redemption of any Bond, the same shall, except as otherwise permitted by the Indenture, be surrendered in exchange for one or more new Bonds of the same series and maturity, and in authorized form for the unredeemed portion of principal. Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date fixed for redemption.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.
The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Bonds of the same series and maturity, of any authorized denominations and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

The Bonds of this series are issuable in denominations of $5,000 and any multiple of $5,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Bonds of this series are exchangeable for other Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.
IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: [_______, 2018].

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: ____________________________
    President of The University of Alabama in Huntsville

[SEAL]

Attest:

____________________________
Secretary

Certificate of Authentication

This is one of the Series 2018-A1 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ____________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ____________________________
    Authorized Officer

Assignment

For value received ____________________________ hereby sell(s), assign(s) and transfer(s) unto ____________________________ this bond and hereby irrevocably constitute(s) and appoint(s) ____________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: ____________________________
NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

________________________________________________________
(Bank, Trust Company or Firm*)

By: ________________________________________________
(Authorized Officer)

Medallion Number: ____________________________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 2.05 Authentication and Delivery of Series 2018-A1 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-A1 Bonds in the aggregate principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.

SECTION 2.06 Book-Entry Only System; Payment Provisions

(a) The registration and payment of Series 2018-A1 Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Letter of Representations attached to and incorporated by reference in this Indenture as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.06(c).

(b) While Series 2018-A1 Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of the Indenture and shall supersede any contrary provisions of the Indenture:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2018-A1 Bond" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.
(2) The terms and limitations of this Indenture with respect to each separate Series 2018-A1 Bond shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Indenture to Holders of Series 2018-A1 Bonds from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Indenture to or from a Financing Participant other than a Holder of a Series 2018-A1 Bond shall be delivered directly to the Financing Participant as provided in this Indenture and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2018-A1 Bonds shall be made by the Trustee to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) If the Issuer and the Trustee concur that it would be in the best interests of the Holders of the Series 2018-A1 Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Series 2018-A1 Bonds which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Series 2018-A1 Bonds and payment of accrued interest on the Series 2018-A1 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(e) Upon the written request of the Holder of Series 2018-A1 Bonds in an aggregate principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Series 2018-A1 Bonds by Wire Transfer, provided that:

(1) such request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Series 2018-A1 Bonds and payment of the accrued interest on such Series 2018-A1 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2018-A1 Bonds to the Trustee and payment.
ARTICLE 3 Series 2018-A2 Bonds

Note: If the Series 2018-A2 Bonds are delivered in Loan Form (per the 2018-A2 Notice of Sale contained in the Preliminary Official Statement for the Series 2018-A Bonds), then the provisions set forth on Appendix 2018-A2 shall apply and, upon pricing and sale of the Series 2018-A2 Bonds, the provisions in said Appendix 2018-A2 shall be substituted for this Article 3.

SECTION 3.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2” (herein called the “Series 2018-A2 Bonds”). The aggregate principal amount of the Series 2018-A2 Bonds which may be authenticated and delivered and Outstanding is limited to $[__________].

(b) The Series 2018-A2 Bonds shall be issuable as registered bonds without coupons in the denomination of $5,000 and any multiple of $5,000 in excess thereof. Each Series 2018-A2 Bond shall have a single principal maturity. The Series 2018-A2 Bonds shall be numbered separately from 1 upward.

(c) The Series 2018-A2 Bonds shall mature and become payable on September 1 in the years and amounts shown below. All Series 2018-A2 Bonds with the same maturity and CUSIP designation shall bear interest at the same rate. The principal amount of Series 2018-A2 Bonds maturing on each maturity date and the applicable rate of interest for the Series 2018-A2 Bonds of each maturity are as follows:

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<thead>
<tr>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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<tbody>
<tr>
<td>2018</td>
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<td>2019</td>
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<td>2037</td>
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</table>

(d) Interest on the Series 2018-A2 Bonds which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not
a Business Day, on the Business Day next following such Interest Payment Date. Principal of (and premium, if any, on) the Series 2018-A2 Bonds and accrued interest on the Series 2018-A2 Bonds due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender thereof at the Principal Office of the Trustee or at the office of any other Paying Agent therefor.

(e) Subsection (d) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Series 2018-A2 Bond in a principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Bond on any Bond Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee, provided that:

1. such written request contains adequate instructions for the method of payment, and
2. payment of the principal of (and redemption premium, if any, on) such Bond and payment of accrued interest on such Bond due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Bond to the Trustee.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-A2 Bonds payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

SECTION 3.02 Exchangeability

Subject to Section 4.07 of the Original Indenture, all Series 2018-A2 Bonds shall, upon surrender at the Principal Office of the Trustee, be exchangeable for a like aggregate principal amount of Series 2018-A2 Bonds, of any authorized denominations and of the same maturity and interest rate, as requested by the Holders surrendering the same. The Issuer will execute, and the Trustee shall authenticate and deliver, Series 2018-A2 Bonds whenever the same are required for any exchange.

SECTION 3.03 Redemption

The Series 2018-A2 Bonds shall be redeemable in accordance with Article 5 of the Original Indenture and the redemption provisions contained in the form of the Series 2018-A2 Bonds set forth in Section 3.04 of this Supplemental Indenture.

SECTION 3.04 Form of Series 2018-A2 Bonds

The Series 2018-A2 Bonds and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:
[Form of Series 2018-A2 Bonds]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-A2

No. $________________________
Maturity Date: __________
_____% Interest Rate:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

CEDE & CO.,
or registered assigns, the principal sum of

_________________________________ DOLLARS

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning September 1, 2018 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the person entitled thereto at her or his address appearing in the Bond Register.
maintained by the Trustee. Such payment shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. Upon the terms and conditions provided in the Indenture, the Holder of any Series 2018-A2 Bond in a principal amount of not less than $1,000,000 may request that payment of Debt Service on such Bond be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the Issuer, aggregating $[________] in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2” (the “Series 2018-A2 Bonds”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2013, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015 and a Thirteenth Supplemental Indenture dated the date of the Series 2018-A2 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-A2 Bonds and all other bonds issued under the Indenture are herein collectively called the “Bonds.”

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Indenture, the Series 2018-A2 Bonds are subject to redemption prior to maturity as follows:

(1) Optional Redemption. The Series 2018-A2 Bonds maturing after [________], or any smaller principal amount of such Series 2018-A2 Bonds that is a multiple of the smallest authorized denomination, may be redeemed at the option of the Issuer on or after
[_______], at a redemption price (expressed as a percentage of principal amount redeemed) of 100% plus accrued interest to the redemption date.

(2) [Mandatory Redemption of Series 2018-A2 Term Bonds. Series 2018-A2 Bonds maturing in [_____] (the “Series 2018-A2 Term Bonds”) shall be redeemed by the Issuer, at and for a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1 in years and principal amounts (after credit as provided below) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
</table>

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to Series 2018-A2 Term Bonds, the Trustee shall proceed to select for redemption, by lot, Series 2018-A2 Term Bonds or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Series 2018-A2 Term Bonds or portions thereof for redemption on such mandatory redemption date. The Issuer may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of Series 2018-A2 Term Bonds scheduled for redemption on such date: (i) the principal amount of Series 2018-A2 Term Bonds delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; and (ii) the principal amount of Series 2018-A2 Term Bonds previously redeemed (other than Series 2018-A2 Term Bonds redeemed pursuant to this paragraph) and not previously claimed as a credit.]

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Indenture.

Except as otherwise provided with respect to mandatory redemption of Series 2018-A2 Term Bonds, if less than all Bonds Outstanding of this series are to be redeemed, the principal amount of Bonds of each maturity to be redeemed may be specified by the Issuer by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Bonds of this series.

If less than all Bonds of this series with the same maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Bonds of this series, or a multiple thereof) of the principal of Bonds of this series of such maturity of a denomination larger than the smallest authorized denomination.

Upon any partial redemption of any Bond, the same shall, except as otherwise permitted by the Indenture, be surrendered in exchange for one or more new Bonds of the same series and maturity, and in authorized form for the unredeemed portion of principal. Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date fixed for redemption.
If an "Event of Default", as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Bonds of the same series and maturity, of any authorized denominations and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

The Bonds of this series are issuable in denominations of $5,000 and any multiple of $5,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Bonds of this series are exchangeable for other Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.
Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: [_______, 2018].

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By:________________________________________
  President of The University of Alabama in Huntsville

[SEAL]

Attest:

________________________________________
  Secretary

Certificate of Authentication

This is one of the Series 2018-A2 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: __________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:________________________________________
  Authorized Officer

Assignment

For value received __________________________ hereby sell(s), assign(s) and transfer(s) unto __________________________ this bond and hereby irrevocably constitute(s) and appoint(s)
attorney to transfer this bond on the books of the within named
Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: ____________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

__________________________________________
(Bank, Trust Company or Firm*)

By: _______________________________________
(Authorized Officer)

Medallion Number: ________________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 3.05 Authentication and Delivery of Series 2018-A2 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-A2 Bonds in the aggregate principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.

SECTION 3.06 Book-Entry Only System; Payment Provisions

(a) The registration and payment of Series 2018-A2 Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Letter of Representations attached to and incorporated by reference in this Indenture as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.06(c).

(b) While Series 2018-A2 Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of the Indenture and shall supersede any contrary provisions of the Indenture:
(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2018-A2 Bond" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this Indenture with respect to each separate Series 2018-A2 Bond shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Indenture to Holders of Series 2018-A2 Bonds from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Indenture to or from a Financing Participant other than a Holder of a Series 2018-A2 Bond shall be delivered directly to the Financing Participant as provided in this Indenture and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2018-A2 Bonds shall be made by the Trustee to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) If the Issuer and the Trustee concur that it would be in the best interests of the Holders of the Series 2018-A2 Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Series 2018-A2 Bonds which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Series 2018-A2 Bonds and payment of accrued interest on the Series 2018-A2 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(e) Upon the written request of the Holder of Series 2018-A2 Bonds in an aggregate principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Series 2018-A2 Bonds by Wire Transfer, provided that:

(1) such request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Series 2018-A2 Bonds and payment of the accrued interest on such Series 2018-A2 Bonds due upon redemption on any date other than an Interest
Payment Date shall be made only upon surrender of such Series 2018-A2 Bonds to the Trustee and payment.

ARTICLE 4
Application of Proceeds and Tax Certificate and Agreement

SECTION 4.01 Application of Proceeds

The proceeds from the sale of the Series 2018-A Bonds to the original purchaser or purchasers thereof shall be paid to the Trustee and applied by the Trustee as follows:

(1) that portion that is allocable to accrued interest, if any, on the Series 2018-A Bonds shall be deposited into the Bond Fund;

(2) the balance of such proceeds shall be transferred as directed by an Authorized Issuer Representative in a closing statement executed upon delivery of the Series 2018-A Bonds, and shall be applied to the payment of the costs of the 2018 Capital Improvements and the Series 2018-A Costs of Issuance. Any amount remaining after payment of the Series 2018-A Costs of Issuance shall be applied by the Issuer to the interest due on the Series 2018-A Bonds.

SECTION 4.02 Tax Certificate and Agreement

The Issuer will comply with the covenants and agreements on its part contained in the Tax Compliance Agreement and Certificate.

ARTICLE 5
The General Fees

SECTION 5.01 Representations and Warranties With Respect to Existing Liens on General Fees

(a) The Issuer hereby warrants and represents that the General Fees have not been heretofore pledged or assigned for the benefit of any outstanding bonds, securities or other obligations except for (i) the pledge and assignment under the Indenture and (ii) the pledge and assignment of the General Fees for the benefit of the Subordinate Bonds.

(b) The pledge and assignment of the General Fees for the benefit of the Subordinate Bonds is subordinate to the pledge and assignment of the General Fees under the Indenture.

SECTION 5.02 Deposits into the Bond Fund

There shall be paid into the Bond Fund from the General Fees the following amounts on the following dates:

(a) Simultaneously with the delivery of the Series 2018-A Bonds to the original purchaser or purchasers thereof, the Issuer shall deposit in the Bond Fund the amount received, if any, as accrued interest on the Series 2018-A Bonds.
(b) On or before the last Business Day prior to each Bond Payment Date with respect to the Series 2018-A Bonds, the Issuer shall deposit in the Bond Fund an amount equal to Debt Service on the Series 2018-A Bonds due and payable on such Bond Payment Date.

(c) All deposits to the Bond Fund required by this Section shall be made in funds immediately available to the Trustee at its Principal Office not later than the Business Day prior to the related Bond Payment Date.
IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
By: ____________________________
   Robert A. Altenkirch, President of UAH

[SEAL]

Attest:

____________________________________
Secretary

U.S. BANK NATIONAL ASSOCIATION

By: _________________________________

Its: _________________________________

[SEAL]

Attest:

____________________________________
Its: _________________________________

This instrument was prepared by:

Rod Kanter
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, Alabama 35213
(205) 521-8517
STATE OF ALABAMA
MADISON COUNTY

I, ____________, a Notary Public in and for said County in said State, do hereby certify that Robert A. Altenkirch, whose name as President of The University of Alabama in Huntsville, for and on behalf of THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand this ___ day of __________, ___.

________________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ____________
STATE OF ALABAMA

____________ COUNTY

I, ____________________________, a Notary Public in and for said County in said State, do hereby certify that ____________________________, whose name as ____________________________ of U.S. BANK NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this _____ day of ______________________, ___.

________________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ______________________
STATE OF ALABAMA

_________ COUNTY

I, ________________________, a Notary Public in and for said County in said State, do hereby certify that Robert A. Altenkirch, whose name as President of The University of Alabama in Huntsville, for and on behalf of THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand this ____ day of ________________, 20__.]

__________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ____________________

STATE OF ALABAMA

JEFFERSON COUNTY

I, ________________________, a Notary Public in and for said County in said State, do hereby certify that __________________, whose name as __________________ of U.S. BANK NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

[Given under my hand this ____ day of __________, 20__].]

__________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ____________________
APPENDIX 2018-A1

ARTICLE 2

Series 2018-A1 Bonds

SECTION 2.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-A1” in the principal amount of $[__________], as a fully registered Bond, without coupon, in the amount of the entire outstanding authorized amount of such Bond and in the form of a single typewritten instrument (the “Series 2018-A1 Bond”).

(b) The Series 2018-A1 Bond shall bear interest at the per annum rate of [___]%.
 Principal of the Series 2018-A1 Bond shall mature and become payable in installments on September 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(September 1)</td>
<td></td>
</tr>
</tbody>
</table>

(c) The form of Series 2018-A1 Bond shall be substantially as set forth herein in Section 2.03, with such insertions, omissions, substitutions and variations as may be necessary to set forth the applicable terms of the Series 2018-A1 Bond established by this Indenture, and as may be determined by the officers executing the same, as evidenced by their execution thereof.

(d) The Series 2018-A1 Bond will not be issued pursuant to the Book-Entry System, and the Series 2018-A1 Bond will not have a CUSIP number.
(e) The initial Holder and any subsequent Holder of the Series 2018-A1 Bond will be required to enter into a Direct Payment Agreement with the Board and the Trustee in the form described in Section 2.02 of this Supplemental Indenture.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-A1 Bond payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the Interest Payment Date.

SECTION 2.02 Direct Payment Agreement

The Series 2018-A1 Bond is being issued to evidence a loan being made to the Board by the Holder of the Outstanding Series 2018-A1 Bond. The Trustee, the Board and the Holder of the Series 2018-A1 Bond will enter into an agreement (the “Direct Payment Agreement”) with terms substantially as follows:

(1) The Holder must certify that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and purchasing the Series 2018-A1 Bond as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-1 Bond or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intent to reoffer the Series 2018-A1 Bond to the public.

(2) All regularly scheduled payments of principal and interest on the Series 2018-A1 Bond shall be made by the Board directly to the Holder of the Series 2018-1 Bond on the date such principal and interest is due.

(3) If the Holder fails to receive any payment of principal or interest due on the Series 2018-A1 Bond, it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Holder’s right to receive such payments or any rights of the Holder under the Indenture with respect to the Series 2018-A1 Bond. Unless and until the Trustee has received written notice from the Holder that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-A1 Bond have been made as required by the Series 2018-A1 Bond and the Indenture.

(4) If the Holder of the Series 2018-A1 Bond presents the Series 2018-A1 Bond to the Trustee for registration of transfer, the Holder shall certify to the Trustee (i) that all payments on the Series 2018-A1 Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-A1 Bond.

(5) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-A1 Bond; provided, however, that if any Event of Default exists under this Indenture, the Trustee may, by notice to the Board and the Holder, terminate the Direct Payment Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-A1 Bond and the Trustee shall make payments of debt service on the Series 2018-A1 Bond an all other Bonds outstanding under the Indenture in accordance with the parity provisions of the Indenture.
(6) The Board shall agree to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys’ fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of the Direct Payment Agreement, the action or inaction of any other party to the Direct Payment Agreement, or the Trustee’s reliance on the terms of the Direct Payment Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

SECTION 2.03 Form of Series 2018-A1 Bond

The Series 2018-A1 Bond and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:

[Form of Series 2018-A1 Bond]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BOND, SERIES 2018-A1

$_______

Maturity Date: ___________ Interest Rate: _______

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

____________________________,

or registered assigns, the principal sum of

____________________________,

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning September 1, 2018 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond. The principal amount shall be payable in installments on September 1 in the years and amounts as follows:

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Any transferee of this bond takes it subject to all payments of principal and interest in face made with respect hereto.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid in accordance with the Direct Payment Agreement described in the Indenture. The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is of $________ in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-A1” (the “Series 2018-A1 Bond”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2018, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015 and a Thirteenth Supplemental Indenture dated the date of the Series 2018-A1 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.
The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-A1 Bond and all other bonds issued under the Indenture are herein collectively call the “Bonds”.

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

Payment

Payment of principal and interest on this bond due on any Interest Payment Date or principal payment date shall be made by the Issuer pursuant to the Direct Payment Agreement. All such payments to the Holder of principal of and interest on this bond shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Trustee to the extent of the amounts so paid.

No Prepayment

This bond will not be subject to prepayment prior to maturity.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this
bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon a new Bond of the same series and maturity, of any authorized denomination and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to an in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: [_______, 2018].

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: _______________________
   President of The University of Alabama in Huntsville

[SEAL]

Attest:

__________________________
Secretary

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Certificate of Authentication

This is one of the Series 2018-A1 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ____________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ____________________________
Authorized Officer

Assignment

For value received ____________________________ hereby sell(s), assign(s) and transfer(s) unto ____________________________ this bond and hereby irrevocably constitute(s) and appoint(s) ____________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: ____________________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

________________________________________
(Bank, Trust Company or Firm*)

By: ____________________________
(Authorized Officer)

Medallion Number: ____________________________

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e.,
Securities Transfer Agents Medallion Program
(STAMP), Stock Exchanges Medallion Program
(SEMP), or New York Stock Exchange
Medallion Signature Program (MSP).

SECTION 2.04 Authentication and Delivery of Series 2018-A1 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-A1 Bond in the
principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for
authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order
executed by an Authorized Issuer Representative.
APPENDIX 2018-A2

ARTICLE 3

Series 2018-A2 Bonds

SECTION 3.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-A2” in the principal amount of $[__________], as a fully registered Bond, without coupon, in the amount of the entire outstanding authorized amount of such Bond and in the form of a single typewritten instrument (the “Series 2018-A2 Bond”).

(b) The Series 2018-A2 Bond shall bear interest at the per annum rate of [__%]. Principal of the Series 2018-A2 Bond shall mature and become payable in installments on September 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(September 1)</td>
<td></td>
</tr>
</tbody>
</table>

(c) The form of Series 2018-A2 Bond shall be substantially as set forth herein in Section 2.03, with such insertions, omissions, substitutions and variations as may be necessary to set forth the applicable terms of the Series 2018-A2 Bond established by this Indenture, and as may be determined by the officers executing the same, as evidenced by their execution thereof.

(d) The Series 2018-A2 Bond will not be issued pursuant to the Book-Entry System, and the Series 2018-A2 Bond will not have a CUSIP number.
(e) The initial Holder and any subsequent Holder of the Series 2018-A2 Bond will be required to enter into a Direct Payment Agreement with the Board and the Trustee in the form described in Section 2.02 of this Supplemental Indenture.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-A2 Bond payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the Interest Payment Date.

SECTION 3.02 Direct Payment Agreement

The Series 2018-A2 Bond is being issued to evidence a loan being made to the Board by the Holder of the Outstanding Series 2018-A2 Bond. The Trustee, the Board and the Holder of the Series 2018-A2 Bond will enter into an agreement (the “Direct Payment Agreement”) with terms substantially as follows:

(1) The Holder must certify that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and purchasing the Series 2018-A2 Bond as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-1 Bond or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intent to reoffer the Series 2018-A2 Bond to the public.

(2) All regularly scheduled payments of principal and interest on the Series 2018-A2 Bond shall be made by the Board directly to the Holder of the Series 2018-1 Bond on the date such principal and interest is due.

(3) If the Holder fails to receive any payment of principal or interest due on the Series 2018-A2 Bond, it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Holder’s right to receive such payments or any rights of the Holder under the Indenture with respect to the Series 2018-A2 Bond. Unless and until the Trustee has received written notice from the Holder that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-A2 Bond have been made as required by the Series 2018-A2 Bond and the Indenture.

(4) If the Holder of the Series 2018-A2 Bond presents the Series 2018-A2 Bond to the Trustee for registration of transfer, the Holder shall certify to the Trustee (i) that all payments on the Series 2018-A2 Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-A2 Bond.

(5) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-A2 Bond; provided, however, that if any Event of Default exists under this Indenture, the Trustee may, by notice to the Board and the Holder, terminate the Direct Payment Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-A2 Bond and the Trustee shall make payments of debt service on the Series 2018-A2 Bond an all other Bonds outstanding under the Indenture in accordance with the parity provisions of the Indenture.
(6) The Board shall agree to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys’ fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of the Direct Payment Agreement, the action or inaction of any other party to the Direct Payment Agreement, or the Trustee’s reliance on the terms of the Direct Payment Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

SECTION 3.03 Form of Series 2018-A2 Bond

The Series 2018-A2 Bond and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:

[Form of Series 2018-A2 Bond]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BOND, SERIES 2018-A2

$__________

Maturity Date: ___________ Interest Rate: ________

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

__________________________________,

or registered assigns, the principal sum of

__________________________________,

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning September 1, 2018 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond. The principal amount shall be payable in installments on September 1 in the years and amounts as follows:

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Any transferee of this bond takes it subject to all payments of principal and interest in face made with respect hereto.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid in accordance with the Direct Payment Agreement described in the Indenture. The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is of $__________ in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-A2” (the “Series 2018-A2 Bond”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2018, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015 and a Thirteenth Supplemental Indenture dated the date of the Series 2018-A2 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.
The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-A2 Bond and all other bonds issued under the Indenture are herein collectively call the “Bonds”.

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

Payment

Payment of principal and interest on this bond due on any Interest Payment Date or principal payment date shall be made by the Issuer pursuant to the Direct Payment Agreement. All such payments to the Holder of principal of and interest on this bond shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Trustee to the extent of the amounts so paid.

Prepayment

Principal installments of this Series 2018-A2 Bond maturing after [_________] may be redeemed at the option of the Issuer on or after [_________], at and for a redemption price (expressed as a percentage of principal amount redeemed) of 100% of the principal to be redeemed plus accrued interest to the redemption date.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.
As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon a new Bond of the same series and maturity, of any authorized denomination and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to an in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: [_______, 2018].

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: ________________________________
    President of The University of Alabama in Huntsville

[SEAL]

Attest:

______________________________
Secretary

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Certificate of Authentication

This is one of the Series 2018-A2 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ____________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ____________________________
    Authorized Officer

Assignment

For value received ____________________________ hereby sell(s), assign(s) and transfer(s) unto ____________________________ this bond and hereby irrevocably constitute(s) and appoint(s) ____________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises,

Dated: ____________________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

___________________________________

(Bank, Trust Company or Firm*)

By: ____________________________
    (Authorized Officer)

Medallion Number: ____________________________

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a

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recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 3.04 Authentication and Delivery of Series 2018-A2 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-A2 Bond in the principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.
CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is entered into by The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama (the "Board").

This Agreement is being delivered in connection with the issuance by the Board of its $____________ University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1 and its $____________ University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2 (together, the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture dated as of November I, 1989, as amended and supplemented (the "Indenture"), between the Board and U.S. Bank National Association, as trustee (the "Trustee").

In consideration of the purchase of such Series 2018-A Bonds by the beneficial owners thereof, the Board covenants and agrees as follows:

Section 1. Definitions

Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned in the Indenture. In addition, the terms set forth below shall have the meaning assigned unless the context clearly otherwise requires:

"Board" means The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama.

"Bonds" means the bonds issued by the Board that are identified in the recitals to this Agreement.

"EMMA" means the MSRB's Electronic Municipal Market Access System (EMMA) established pursuant to the Rule.

"Indenture" means the indenture identified in the recitals to this Agreement pursuant to which the Bonds are being issued.

"MSRB" means the Municipal Securities Rulemaking Board.

"Official Statement" means the Official Statement dated February [__], 2018, with respect to the Bonds.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission, as the same may be amended from time to time.

"Trustee" means U.S. Bank National Association, as trustee under the Indenture.

"UAH" means The University of Alabama in Huntsville, a division of the Board.
Section 2. Purpose and Beneficiaries of this Agreement

This Agreement is entered into by the Board for the benefit of the Holders of the Bonds in order to assist the underwriters for those bonds in complying with the requirements of the Rule. For purposes of the Rule and the continuing disclosure undertakings by the Board for UAH in connection with the issuance of the Bonds, the "obligated person" for continuing disclosure will be UAH, and not any other operating division of the Board.

Section 3. Annual Financial Information

(a) Within 270 days after the end of each fiscal year, the Board shall file with the MSRB the following information:

(1) Audited Financial Statements. The audited financial statements of UAH for such fiscal year. The audited financial statements shall be prepared on a basis consistent with the accounting and auditing standards used to prepare the financial statements attached as APPENDIX B to the Official Statement, as such standards may be modified from time to time under generally accepted accounting and auditing standards applicable to the Board. Such audited financial information may take the form of a System-wide financial presentation of the Board, but in such event will include segment financial information for UAH in accordance with generally accepted accounting principles.

(2) Annual Financial Information. To the extent not included in the audited financial statements of UAH, the Board will provide financial information and operating data relating to the Board similar to the type found in the section of the Official Statement called "APPENDIX A" under the sections therein entitled "Faculty and Staff", "Student Enrollment", "Tuition and Fees", and under that portion of the section therein entitled "Financial Matters" containing the chart displaying revenues, expenses and changes in net position of UAH.

(b) If any amendment is made to this Agreement, the annual information for the year in which such amendment is made shall contain a description of the reasons for such amendment and its impact on the type of information being provided.

Section 4. Event Disclosure

(a) In a timely manner not in excess of 10 business days after the occurrence of the event, the Board shall file with the MSRB notice of the occurrence of any of the following events affecting the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;
unscheduled draws on credit enhancements reflecting financial difficulties;

substitution of credit or liquidity providers, or their failure to perform;

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

modifications to rights of the Holders of the Bonds, if material;

Bond calls, if material, and tender offers;

defeasances;

release, substitution or sale of property securing repayment of the Bonds, if material;

rating changes;

bankruptcy, insolvency, receivership or similar events affecting the Board;

the consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) In a timely manner the Board shall file with the MSRB notice of failure to make a filing, on or before the date specified in this Agreement, of annual information required by Section 3 of this Agreement.

Section 5. Consequences of Failure to File

If the Board fails to comply with any provision of this Agreement, the holder of any Bond may seek mandamus or specific performance by court order, to cause the Board to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an event of default under the Indenture or any other financing document related to the issuance of the Bonds. The sole remedy under this Agreement shall be an action to compel performance.
Section 6. Amendment

This Agreement may be amended by the Board if the amendment is required by, or consistent with, changes to, or interpretations of, the Rule made by governmental authority after the Bonds are issued.

Section 7. Termination

This Agreement shall terminate when all Bonds have been paid or defeased in accordance with the terms of the Indenture.

Section 8. Filing

(a) The Board shall make the information filings required or permitted by this Agreement with the MSRB through the MSRB’s Electronic Municipal Market Access System (EMMA).

(b) All documents provided to the MSRB pursuant to this Agreement shall be filed in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Board will disseminate its Annual Financial Information (in the form and by the dates described above) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Securities and Exchange Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and all other externally prepared reports all other externally prepared reports.

(c) Information about the filing system and requirements of EMMA is available at www.emma.msrb.org.

Section 9. Additional Information

The Board may, in its sole discretion, file with the MSRB additional notices with information not required by this Agreement or the Rule. Such additional filings may be discontinued by the Board at any time in its sole discretion.

Section 10. No Indirect Beneficiaries

This Agreement is for the benefit of the underwriters for the Bonds and for the Holders of the Bonds and shall not create rights or benefits for any other person or entity.

Section 11. Agent for Filings
The Board may appoint an agent for purposes of making the filings required or permitted by this Agreement, but no such appointment, or failure of such agent to perform, shall relieve the Board of its responsibilities under this Agreement.

**Section 12. Governing Law**

This Agreement shall be governed by the laws of the State of Alabama.

*the following page is the signature page*

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By ____________________________

Vice President for Finance
and Administration of
The University of Alabama in Huntsville
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

$________ * UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-A1

$________ * UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-A2

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

Issuer of the Series 2018-A Bonds. The above-referenced Series 2018-A1 Bonds and Series 2018-A2 Bonds (together, the “Series 2018-A Bonds”) are being issued by The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama (the “Board”), for the benefit of its division The University of Alabama in Huntsville (“UAH”).

Authorizing Document. The Series 2018-A Bonds will be issued under that certain Trust Indenture dated November 1, 1989, as supplemented and amended (the “Indenture”) between the Board and U.S. Bank National Association, as trustee.

Use of Proceeds. Proceeds of the Series 2018-A Bonds will be used by the Board (i) to pay the costs of certain capital improvements on the campus of UAH as more particularly described herein as the “2018 Improvements”, and (ii) to pay the costs of issuance of the Series 2018-A Bonds. See “THE PLAN OF FINANCING”.

Source of Payment. The Series 2018-A Bonds will be limited obligations of the Board payable solely from, and secured by a pledge of, the General Fees to be derived by the Board from the operation of UAH, on a parity of lien with certain indebtedness of the Board outstanding under the Indenture, as more particularly described herein.

The Series 2018-A Bonds will not be obligations or debts of the State of Alabama, nor are the full faith and credit of the State of Alabama pledged for the payment thereof, and neither the principal of nor the interest on the Series 2018-A Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Pricing and Payment Terms. See “PRICING AND PAYMENT TERMS” on the inside cover page.

Form and Date of Delivery. The Series 2018-A Bonds are being issued in book-entry form under the rules and regulations of The Depository Trust Company (the “Securities Depository”) unless delivery is requested in Loan Form. The Series 2018-A Bonds are expected to be delivered on or about [February 1, 2018].

Legal Counsel. Bradley Arant Boult Cummings LLP has served as bond counsel to the Board and will deliver its opinion with respect to the Series 2018-A Bonds in substantially the form attached as APPENDIX D. Certain legal matters will be passed upon for the Board by University Counsel.

Financial Advisor. PFM Financial Advisors LLC, Huntsville, Alabama, is serving as Financial Advisor to UAH.

Tax Status. Interest on the Series 2018-A Bonds (i) will not be included in gross income of the holders for purposes of federal income taxation and (ii) will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, subject to limitations or exceptions described under “TAX STATUS”. The opinion of bond counsel will address these aspects of the tax status of the Series 2018-A Bonds and should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed.

Competitive Public Sale. Bids for the purchase of the Series 2018-A Bonds will be received on February 1, 2018, as more particularly described herein and in the attached 2018-A Notice of Sale set forth on Appendix E (respecting the Series 2018-A1 Bonds) and in the attached 2018-A2 Notice of Sale set forth on Appendix F (respecting the Series 2018-A2 Bonds).

Risk Factors. For a description of certain risk factors involved in an investment in the Series 2018-A Bonds, see “RISK FACTORS”.

Date of Official Statement. The date of this Official Statement is [______].

Underwriting. On [_____], the Board conducted a competitive sale and accepted a bid for the purchase of the Series 2018-A Bonds. See UNDERWRITING*.

* Preliminary; subject to change.


Pricing and Payment Terms

$ *

University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-A1

<table>
<thead>
<tr>
<th>Year (Sept. 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
<th>Yield</th>
<th>CUSIP**</th>
<th>Year (Sept. 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
<th>Yield</th>
<th>CUSIP**</th>
</tr>
</thead>
</table>

$ *

University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-A2

<table>
<thead>
<tr>
<th>Year (Sept. 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
<th>Yield</th>
<th>CUSIP**</th>
<th>Year (Sept. 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price</th>
<th>Yield</th>
<th>CUSIP**</th>
</tr>
</thead>
</table>

* Preliminary; subject to change.

Maturities and Interest Rates for Series 2018-A Bonds. The Series 2018-A Bonds mature on September 1 in the years and amounts and bear interest at the applicable rate per annum set forth in the tables above.

Date of Series 2018-A Bonds. The Series 2018-A Bonds will be dated as of the date of their original delivery.

Interest Payment Dates. Interest on the Series 2018-A Bonds is payable on March 1 and September 1 of each year, beginning September 1, 2018.

Authorized Denominations. The Series 2018-A Bonds may be issued in denominations of $5,000 or any integral multiple thereof.

Redemption Prior to Maturity. Certain of the Series 2018-A2 Bonds are subject to redemption prior to maturity as more particularly set forth herein. See “THE SERIES 2018-A2 BONDS—Redemption”.

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THE BOARD

The Board of Trustees of The University of Alabama

President
Governor Kay Ivey, ex officio

President Pro Tempore
Ronald W. Gray

Ed Richardson, ex officio
Karen Phifer Brooks
Joseph C. Espy III
Barbara Humphrey
Vanessa Leonard
W. Davis Malone, III
Harris V. Morrissette
Scott Phelps
Finis E. St. John IV
W. Stancil “Stan” Starnes
William “Britt” Sexton
Marietta M. Urquhart
Kenneth L. Vandervoort
James W. Wilson III

Secretary of the Board of Trustees
Sid J. Trant

Chancellor
C. Ray Hayes

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

President
Dr. Robert A. Altenkirch

Vice President for Finance and Administration
Todd Barré

———

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Huntsville, Alabama

———

BOND COUNSEL

Bradley Arant Boult Cummings LLP
Birmingham, Alabama

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This Official Statement is not to be construed as a contract or agreement between the Board and the purchasers or holders of any of the Series 2018-A Bonds.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

The information in this Official Statement has been obtained from sources which are considered dependable and which are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness.

All estimates and assumptions contained herein are believed to be reasonable, but no representation is made that such estimates or assumptions are correct or will be realized.

No person, including any broker, dealer or salesman, has been authorized to give any information or to make any representation other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board.

The Trustee makes no representation or warranty as to, and has no responsibility for the accuracy or completeness of, the information contained in this Official Statement.

This Official Statement does not constitute an offer to sell the Series 2018-A Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction.

The Series 2018-A Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities laws and will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission nor any federal, state, municipal or other governmental agency will pass upon the accuracy, completeness or adequacy of this Official Statement.

The order and placement of material in this Official Statement, including its appendices, are not to be deemed a determination of relevance, materiality or importance, and all material in this Official Statement, including its appendices, must be considered in its entirety.

Any information or expressions of opinion are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the Board since the date hereof.

In connection with the offering of the Series 2018-A Bonds, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Series 2018-A Bonds at levels above which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

In making an investment decision investors must rely on their own examination of the facts concerning the board, as disclosed herein, and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

The information contained in this Official Statement has been obtained from representatives of the Board, public documents, records and other sources considered to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.
The delivery of this Official Statement at any time does not imply that any information herein is correct as of any time subsequent to its date. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not representations of fact.

This Official Statement contains forward-looking statements, which can be identified by the use of the future tense or other forward-looking terms such as "may," "intend," "will," "expect," "anticipate," "plan," "management believes," "estimate," "continue," "should," "strategy," or "position" or the negatives of those terms or other variations on them or by comparable terminology. In particular, any statements, express or implied, concerning future operating results or the ability to generate General Fees or cash flow to service indebtedness are forward-looking statements. Investors are cautioned that reliance on any or those forward-looking statements involves risks and uncertainties and that, although the Board's management believes that the assumptions on which those forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate. As a result, the forward-looking statements based on those assumptions also could be incorrect, and actual results may differ materially from any results indicated or suggested by those assumptions. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Official Statement should not be regarded as a representation by the Board that its plans and objectives will be achieved. All forward-looking statements are expressly qualified by the cautionary statement contained in this paragraph. The Board undertakes no duty to update any forward-looking statements.
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OFFICIAL STATEMENT

Regarding

$__________*  
The University of Alabama in Huntsville  
General Fee Revenue Bonds  
Series 2018-A1

$__________*  
The University of Alabama in Huntsville  
General Fee Revenue Bonds  
Series 2018-A2

issued by

The Board of Trustees  
of The University of Alabama

INTRODUCTION

This Official Statement (including all Appendices hereto) is furnished by The Board of Trustees of The University of Alabama (the “Board”) to provide information in connection with the issuance by the Board of the two series of bonds referenced above (collectively, the “Series 2018-A Bonds”) pursuant to a Trust Indenture dated November 1, 1989, as amended and supplemented (the “Indenture”), between the Board and U.S. Bank National Association, as trustee (the “Trustee”).

Copies of the Indenture are available for inspection and copying at personal expense during normal business hours at the Office of the Vice President for Finance and Administration, of The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Room 301, Huntsville, Alabama 35899 and at the office of UAH’s Financial Advisor, PFM Financial Advisors LLC, 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801.

The Board and UAH

The Board is a public corporation and instrumentality of the State of Alabama under Section 264 of the Constitution of Alabama of 1901, as amended, and Chapter 47 of Title 16 of the Code of Alabama of 1975. The Board governs three university campuses located in Tuscaloosa, Birmingham and Huntsville, in the State of Alabama. Each campus is operated as a division by the Board.

The University of Alabama in Huntsville (“UAH”) is a division of the Board whose campus is located in Huntsville, Alabama.

For a description of UAH, see APPENDIX A.

Purpose of the Issue

The Series 2018-A Bonds are issued for the purposes described hereinafter under “THE PLAN OF FINANCING”.

Limited Obligations

The Series 2018-A Bonds will be limited obligations of the Board payable solely out of the General Fees. The Series 2018-A Bonds will not be debts or obligations of the State of Alabama, and debt service on the Series 2018-A Bonds will not be payable out of any money provided or appropriated to the Board by the State of Alabama. See “SECURITY AND SOURCE OF PAYMENT”.

* Preliminary; subject to change.
Additional Bonds

The Indenture permits the Board to issue Additional Bonds ("Additional Bonds") that will be secured on a parity lien basis with the Series 2018-A Bonds and any other bonds issued under the Indenture. For a description of bonds already outstanding under the Indenture that are secured on a parity lien basis with the Series 2018-A Bonds, see "DEBT STRUCTURE OF UAHT". For a description of the terms of the Indenture for the issuance of Additional Bonds in the future, see "SECURITY AND SOURCE OF PAYMENT."

Bid Process

The Board has received expressions of interest in its debt from various segments of the financial services industry and is implementing a competitive bidding process designed to allow participation by a broad range of bidders. This includes broker dealers who are expected to reoffer the Series 2018-A Bonds to the public, financial institutions buying for their own account for investment purposes, and financial institutions that seek to make a loan to the Board.

Each of the two series of Series 2018-A Bonds will be sold separately pursuant to a competitive public sale process as described in the 2018-A1 Notice of Sale (respecting the Series 2018-A1 Bonds) and in the 2018-A2 Notice of Sale (respecting the Series 2018-A2 Bonds). The terms applicable for the public sale of the Series 2018-A1 Bonds are contained in APPENDIX E, and the terms applicable for the public sale of the Series 2018-A2 Bonds are contained in APPENDIX F.

The bid process is intended to put all potential bidders on an equal footing. All terms of the Series 2018-A Bonds are set forth in the Indenture, including without limitation the form of Thirteenth Supplemental Indenture adopted by the Board for the Series 2018-A Bonds. Terms of the Indenture (including without limitation the Thirteenth Supplemental Indenture) are not subject to change except to reflect the pricing results of the winning bids for the Series 2018-A1 Bonds and the Series 2018-A2 Bonds. Accordingly, no bidder will be allowed to specify pricing terms for the Series 2018-A Bonds or special covenants or requirements other than those specifically permitted by the related Notice of Sale for each series, nor may any new terms be negotiated or permitted by the successful bidder prior to the closing. For example, a bid that specifies a provision requiring indemnification for increased costs, events of default, acceleration upon the occurrence of certain events, changes in interest rate based on tax law changes, determinations of taxability and other events, or other pricing terms not included in the form of Thirteenth Supplemental Indenture or relevant Notice of Sale will be disqualified, and no such terms may be negotiated or required following the award of the Series 2018-A Bonds. Similarly, a bid that imposes special covenants or requirements upon the Board, such as a covenant not to encumber or transfer property, a covenant to maintain certain charges, maintenance of depositary accounts with the bidder, delivery of special financial reports, delivery of a mortgage or other collateral, or other covenants or requirements not already included in the Indenture and form of Thirteenth Supplemental Indenture will be disqualified, and no such covenants or requirements may be negotiated or imposed following the award of the Series 2018-A Bonds.

Interested bidders are encouraged to review the form of Thirteenth Supplemental Indenture for the Series 2018-A Bonds. Such form may be obtained from PFM Financial Advisors LLC, financial advisor for the Series 2018-A Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035.

If the successful bidder for a series of Series 2018-A Bonds is a broker dealer who intends to reoffer such Series 2018-A Bonds to the public, that broker dealer will be identified as the underwriter for that series of Series 2018-A Bonds in the final Official Statement. The interest rates, reoffering prices or yields and other pricing terms customary for the public distribution of the Series 2018-A Bonds by an underwriter will also be included in the final Official Statement.

If the successful bidder for a series of Series 2018-A Bonds is a financial institution buying for investment purposes, the final Official Statement will identify that financial institution as the initial purchaser and will indicate that the Series 2018-A Bonds of that series are not being reoffered by the initial purchaser as of the date of the Official Statement, but there will be no restrictions on sale or transfer of the Series 2018-A Bonds by the initial purchaser other than limitations to comply with the "hold-the-offering-price" rule described in each of the 2018-A Notice of Sale and 2018-B Notice of Sale should the "competitive sale" rule, as described in such notices of sale and which the Board
intends to apply, not be applicable (e.g., if the requisite minimum number of bids are not submitted). In accordance with guidance from the MSRB and SEC, the final Official Statement will also identify the pricing date with respect to those Series 2018-A Bonds, including interest rate and price or yield at which the initial purchaser bought the Series 2018-A Bonds.

If the successful bidder for a series of Series 2018-A Bonds is a financial institution that wishes to take delivery of such series in the form of a loan, each Notice of Sale provides for delivery of the Series 2018-A Bonds as a single, typewritten bond and with other features permitted by the applicable Notice of Sale. The final Official Statement will not identify those Series 2018-A Bonds as a series of Series 2018-A Bonds that is, or could be, offered to the public by the successful bidder, but the loan transaction and related Series 2018-A Bonds will be described in the related sections of the final Official Statement that describe outstanding parity securities.

Bidders may propose bids for either or both series of Series 2018-A Bonds; however, bidders may not condition a bid for one series of Series 2018-A Bonds upon the award of the other series of Series 2018-A Bonds.

For further information concerning the bid process for the Series 2018-A1 Bonds, see the 2018-A1 NOTICE OF SALE included in APPENDIX E, and for further information concerning the bid process for the Series 2018-A2 Bonds, see the 2018-A2 NOTICE OF SALE included in APPENDIX F.

GLOSSARY

This section of the Official Statement contains the definitions of certain capitalized terms used frequently in this Official Statement. In addition, certain capitalized terms used in this Official Statement and not defined in this section are defined in “APPENDIX C – SUMMARY OF THE INDENTURE”.

“Board” means The Board of Trustees of The University of Alabama, an Alabama public corporation.


“General Fees” means all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees.


“Series 2009-A Bonds” means the Board’s $8,115,000 The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2009-A, that were issued pursuant to the Indenture and are outstanding as of February 1, 2018, in the aggregate principal amount of $5,570,000.

“Series 2010-A Student Housing Bonds” means the Board’s $27,990,000 Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A, that were issued pursuant to a Trust Indenture dated July 1, 2010 between the Board and Regions Bank, as trustee, and are outstanding as of February 1, 2018, in the aggregate principal amount of $25,970,000.
“Series 2012-A Bonds” means the Board’s $11,170,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-A, that were issued pursuant to the Indenture and are outstanding as of February 1, 2018, in the aggregate principal amount of $8,695,000.

“Series 2012-B Bonds” means the Board’s $13,700,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-B, that were issued pursuant to the Indenture and are outstanding as of February 1, 2018, in the aggregate principal amount of $9,915,000.

“Series 2013-A1 Bond” means the Board’s $7,550,000 The University of Alabama in Huntsville General Fee Revenue Bond, Series 2013-A1, that was issued pursuant to the Indenture and is outstanding as of February 1, 2018, in the principal amount of $4,665,000.

“Series 2013-A2 Bonds” means the Board’s $24,455,000 The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2013-A2, that were issued pursuant to the Indenture and are outstanding as of February 1, 2018, in the aggregate principal amount of $24,455,000.

“Series 2014-A Bonds” means the Board’s $11,860,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2014-A, that were issued pursuant to the Indenture and are outstanding as of February 1, 2018, in the aggregate principal amount of $9,195,000.

“Series 2015 Bond” means the Board’s $5,175,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2015-A, that was issued pursuant to the Indenture and is outstanding as of February 1, 2018, in the principal amount of $4,219,000.


“Trustee” means U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank.

“UAH” means The University of Alabama in Huntsville, a division of the Board.

THE SERIES 2018-A BONDS

General Description of the Series 2018-A Bonds

The Series 2018-A Bonds consist of two series: the Series 2018-A1 Bonds and the Series 2018-A2 Bonds. The principal amount of the Series 2018-A1 Bonds to be issued is $________*, and the principal amount of the Series 2018-A1 Bonds to be issued is $________*. The Series 2018-A Bonds will bear interest from their date and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. The Series 2018-A Bonds will be issuable only as fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof. The Series 2018-A Bonds will bear interest at the applicable rate per annum set forth on the inside cover page of this Official Statement. All Series 2018-A Bonds of the same series with the same maturity and, if not delivered in Loan Form, CUSIP number, will bear interest at the same rate.

Interest on the Series 2018-A Bonds will be payable on each March 1 and September 1, beginning September 1, 2018, and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

The Series 2018-A Bonds (except for any series delivered in Loan Form) will be issued in book-entry only form, as described below under “Book-Entry Only System”, and the method and place of payment will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the Book-Entry Only System for the Series 2018-A Bonds is discontinued.

* Preliminary; subject to change

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Payment of interest due on each interest payment date will be made by check or draft mailed on such interest payment date to the persons who are registered holders of the Series 2018-A Bonds on the regular record date for such interest payment date, which will be the 15th day of the month preceding such interest payment date. Payment of principal (and premium, if any) on the Series 2018-A Bonds and payment of accrued interest on the Series 2018-A Bonds due upon redemption on any date other than an interest payment date will be made only upon surrender of the Series 2018-A Bonds at the corporate trust office of the Trustee in Birmingham, Alabama. The holder of any Series 2018-A Bond in a principal amount of $1,000,000 or more may, upon the terms and conditions of the Indenture, request payment of debt service by wire transfer to an account of such holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee.

The Trustee is also bond registrar and paying agent for the Series 2018-A Bonds. The corporate trust office of the Trustee for transacting business in its capacity as bond registrar and paying agent under the Indenture is located at 2204 Lakeshore Drive, Suite 302, Birmingham, Alabama 35209.

Redemption of Series 2018-A Bonds

Redemption of Series 2018-A1 Bonds Prior to Maturity. The Series 2018-A1 Bonds will be subject to redemption prior to maturity, as follows:

Optional Redemption. The Series 2018-A1 Bonds will not be subject to optional redemption prior to maturity.

Mandatory Redemption. The Series 2018-A1 Bonds maturing in ___ and ___ (the "Series 2018-A1 Term Bonds") shall be redeemed, at a redemption price equal to the face amount of Series 2018-A1 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, on the dates and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Series 2018-A1 Term Bonds Maturing in ___</th>
<th>Principal Amount to be Redeemed</th>
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<tbody>
<tr>
<td>Year</td>
<td>(September 1)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Series 2018-A1 Term Bonds Maturing in ___</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>(September 1)</td>
</tr>
</tbody>
</table>

In the event the Board shall have partially redeemed the Series 2018-A1 Term Bonds or shall have provided for a partial redemption of the Series 2018-A1 Term Bonds in such a manner that the Series 2018-A1 Term Bonds for the redemption of which provision is made are considered as fully paid, the Board may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Series 2018-A1 Term Bonds so redeemed or to be redeemed to the reduction of the principal amount of Series 2018-A1 Term Bonds required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.

Redemption of Series 2018-A2 Bonds Prior to Maturity. The Series 2018-A2 Bonds will be subject to redemption prior to maturity, as follows:
Optional Redemption. The Series 2018-A2 Bonds maturing on or after [ ] shall be subject to redemption prior to maturity, at the option of the Board, as a whole or in part, in Authorized Denominations, on [ ], and on any date thereafter, at and for a purchase price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

[Mandatory Redemption. ] The Series 2018-A2 Bonds maturing in ___ and ___ (the “Series 2018-A2 Term Bonds”) shall be redeemed, at a redemption price equal to the face amount of Series 2018-A2 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, on the dates and in the principal amounts as follows:

Series 2018-A2 Term Bonds Maturing in ___

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount to be Redeemed</th>
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</thead>
<tbody>
<tr>
<td>(September 1)</td>
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</tbody>
</table>

Series 2018-A2 Term Bonds Maturing in ___

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount to be Redeemed</th>
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</thead>
<tbody>
<tr>
<td>(September 1)</td>
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</table>

In the event the Board shall have partially redeemed the Series 2018-A2 Term Bonds or shall have provided for a partial redemption of the Series 2018-A2 Term Bonds in such a manner that the Series 2018-A2 Term Bonds for the redemption of which provision is made are considered as fully paid, the Board may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Term Bonds so redeemed or to be redeemed to the reduction of the principal amount of Series 2018-A2 Term Bonds required to be redeemed pursuant to the schedules set forth immediately above on any September 1 coterminous with or subsequent to the date such optional redemption actually occurs.]

Partial Redemption of Series 2018-A Bonds. Except as otherwise provided with respect to mandatory redemption of Series 2018-A1 Term Bonds and Series 2018-A2 Term Bonds, if less than all Series 2018-A Bonds of a series are to be redeemed, the principal amount of Series 2018-A Bonds of each maturity and series to be redeemed may be specified by the Board by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Series 2018-A Bonds of each maturity and series to be redeemed must be a multiple of the smallest authorized denomination of the Series 2018-A Bonds. If less than all Series 2018-A Bonds of the same maturity and series are to be redeemed, the particular Series 2018-A Bonds of such maturity and series to be redeemed shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Series 2018-A Bonds, or a multiple thereof) of the principal amount of Series 2018-A Bonds of such maturity and series of a denomination larger than the smallest authorized denomination.

Effect of Redemption. The Series 2018-A Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall thereupon cease to be entitled to the lien of the Indenture and shall cease to bear interest from and after the date fixed for redemption.

Notice of Redemption. Any notice of redemption will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption by registered or certified mail, postage prepaid, to each registered owner of each Series 2018-A Bond (or portion thereof) to be redeemed at his address shown on the registration books.
The Trustee will, to the extent practicable under the circumstances, comply with the standards set forth in the Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Indenture.

Registration and Exchange

Except for those delivered in Loan Form, the Series 2018-A Bonds will be issued in book-entry only form, as described below under "Book-Entry Only System", and the method for registration and exchange of the Series 2018-A Bonds will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the Book-Entry Only System for the Series 2018-A Bonds is discontinued.

The Series 2018-A Bonds are transferable only on the Bond Register maintained at the corporate trust office of the Trustee in Birmingham, Alabama. Upon surrender of a Series 2018-A Bond to be transferred, properly endorsed, a new Series 2018-A Bond of the same series and maturity will be issued to the designated transferee.

The Series 2018-A Bonds will be issued in denominations of $5,000 or any integral multiple thereof and, subject to the provisions of the Indenture, may be exchanged for other Series 2018-A Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount, as requested by the holder surrendering the same.

The Trustee may not be required (i) to transfer or exchange any Series 2018-A Bond for a period of 15 days next preceding the mailing of a notice of redemption of Series 2018-A Bonds or (ii) to transfer or exchange any Series 2018-A Bond selected for redemption in whole or in part.

Book-Entry Only System

Information concerning The Depository Trust Company, New York, NY ("DTC") and the Book-Entry System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Board, the Underwriter or the Trustee.

Bonds in Book-Entry Form. References to Series 2018-A Bonds in this section do not include those Series 2018-A Bonds, if any, issued in Loan Form. Beneficial ownership in the Series 2018-A Bonds will be available to Beneficial Owners (as described below) only by or through DTC Participants via a book-entry system (the "Book-Entry System") maintained by DTC. If the Series 2018-A Bonds are taken out of the Book-Entry System and delivered to owners in physical form, as contemplated hereinafter under "Discontinuance of DTC Services," the following discussion will not apply.

Portions of the following information concerning The Depository Trust Company ("DTC") and DTC's book-entry only system have been obtained from DTC. The Board and the Underwriter make no representation as to the accuracy of such information.

Initially, DTC will act as securities depository for the Series 2018-A Bonds. The Series 2018-A Bonds initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Initially, one fully-registered bond certificate for each maturity will be issued for the Series 2018-A Bonds, in the aggregate principal amount of the Series 2018-A Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges.
between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. So long as the Series 2018-A Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2018-A Bonds.

Purchases of the Series 2018-A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018-A Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018-A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018-A Bonds, except in the event that use of the book-entry system for the Series 2018-A Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2018-A Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018-A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018-A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018-A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

As long as the book-entry system is used for the Series 2018-A Bonds, redemption notices will be sent to DTC. If less than all of the Series 2018-A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Series 2018-A Bonds, principal, premium, if any, and interest payments on the Series 2018-A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Depository, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Depository or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Depository, and disbursement of such payments to the Participants or the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018-A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Depository as soon as possible after the record date. The Omnibus
Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018-A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC may discontinue providing its services as securities depository with respect to the Series 2018-A Bonds at any time by giving reasonable notice to the Board or the Depository. In addition, the Board may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Under either of such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Board and the Depository will have no responsibility or obligation to any securities depository, any Participants in the book-entry system, or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the securities depository or any Participant; (ii) the payment by the securities depository or by any Participant of any amount due to any Participant or Beneficial Owner, respectively, in respect of the principal amount or redemption or purchase price of, or interest on, any of the Series 2018-A Bonds; (iii) the delivery of any notice by the securities depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2018-A Bonds; or (v) any other action taken by the securities depository or any Participant.

**Discontinuance of DTC Services.** DTC may discontinue providing its services as depository with respect to the Series 2018-A Bonds at any time by giving reasonable notice to the Board and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be authenticated and delivered.

The Board may, as provided in the Indenture, decide to discontinue use of the Book-Entry System through DTC (or a successor securities depository). In that event, Series 2018-A Bond certificates will be printed and delivered to DTC.

**Use of Certain Terms in Other Sections of the Official Statement.** In reviewing this Official Statement it should be understood that while the Series 2018-A Bonds are in the Book-Entry System, reference in other sections of this Official Statement to owners of such Series 2018-A Bonds should be read to include any person for whom a Participant acquires an interest in Series 2018-A Bonds, but (i) all rights of ownership, as described herein, must be exercised through DTC and the Book-Entry System and (ii) notices that are to be given to registered owners by the Trustee will be given only to DTC. DTC is required to forward (or cause to be forwarded) the notices to the Participants by its usual procedures so that such Participants may forward (or cause to be forwarded) such notices to the Beneficial Owners.

**Disclaimer.** Neither the Board nor the Trustee has any responsibility or obligation to any Direct Participants or Indirect Participants or the Persons for whom they act with respect to (1) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (2) the payment by any relevant Participant of any amount due to any relevant Beneficial Owner in respect of the principal of or interest or premium, if any, on the Series 2018-A Bonds; (3) the delivery by any relevant Direct Participant or relevant Indirect Participant of any notice to any relevant Beneficial Owner that is required or permitted under the terms of the Indenture to be given to the holders of the Series 2018-A Bonds; (4) the selection of the relevant Beneficial Owners to receive payment in the event of any partial redemption of the Series 2018-A Bonds; or (5) any consent given or other action taken by DTC as holder of the Series 2018-A Bonds.

**Authority for Issuance**

The Series 2018-A Bonds are being issued pursuant to Section 16-3-28 of the Code of Alabama 1975, as amended (the "Enabling Law"). The Enabling Law authorizes each public corporation that conducts one or more state educational institutions under its supervision to borrow money for the purchase, construction, enlargement or alteration of its facilities and to issue interest-bearing securities in evidence of such borrowing. The borrowing public corporation may pledge to the payment of such securities the fees from students levied and to be levied by or for such institution and any other moneys and revenues not appropriated by the State of Alabama to such institution. The borrowing corporation is also authorized by the Enabling Law to agree to maintain its charges and fees at such rates and in such amounts as will produce money sufficient to pay debt service on the securities with respect to which any
such pledge is made and to create and maintain any required reserve therefor. The Enabling Law also authorizes refunding securities payable from the same or different sources as the securities to be refunded.

The Enabling Law provides that neither the securities issued thereunder, nor any pledge or agreement that may be made with respect to such securities, shall be or constitute an obligation of any nature whatsoever of the State of Alabama, and that neither such securities nor any obligation arising from any such pledge or agreement shall be payable out of any moneys appropriated by the State of Alabama to the institution with respect to which such securities are issued or such pledge or agreement is made.

**Legal Investment Status**

The Enabling Law provides that bonds, notes and other securities issued under the Enabling Law shall be eligible for the investment of trust or other fiduciary funds in the exercise of prudent judgment by those making such investment.

**SECURITY AND SOURCE OF PAYMENT**

**Source of Payment**

The Series 2018-A Bonds will be special or limited obligations of the Board payable solely out of all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein referred to as the "General Fees"). The General Fees include the General Tuition Fees and the Building Fees.

For a description of the general operations of UAH, see "APPENDIX A – GENERAL DESCRIPTION OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE".

The Series 2018-A Bonds will not be general obligations of the Board and shall never constitute or give rise to a charge against funds appropriated to the Board by the State of Alabama.

**Security for Payment**

Pursuant to the Indenture the Board has pledged and assigned to the Trustee the General Fees and money and investments in the funds and accounts established under the Indenture. For a description of such funds and accounts, see "APPENDIX C – SUMMARY OF THE INDENTURE". Such pledge and assignment is for the benefit of all Bonds issued under the Indenture. The Series 2018-A1 Bonds and the Series 2018-A2 Bonds will be the fifteenth and sixteenth series of bonds issued under the Indenture. After issuance of the Series 2018-A Bonds, the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, and the Series 2018-A Bonds will be the only bonds outstanding under and secured by the Indenture. The Indenture authorizes the issuance of additional bonds under the Indenture secured on a parity of lien basis with the Series 2009-A Bonds, the Series 2012-A2 Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond and the Series 2018-A Bonds, subject to the terms and conditions specified in the Indenture.

The Board has also issued its Series 2010-A Student Housing Bonds. The General Fees are pledged for the payment of such bonds, with the pledge and assignment for the benefit of such bonds being expressly subject and subordinate to the pledges of the General Fees under the Indenture.

The Board, acting through its division UAH, has other miscellaneous indebtedness, but such indebtedness is not secured by a pledge or assignment of the General Fees.

For a description of the debt service requirements with respect to obligations secured by a pledge or assignment of the General Fees, see “DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES”.

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Additional Bonds

In the Indenture, the Board has reserved the right to issue Additional Bonds secured by a pledge and assignment of the General Fees equally and ratably with the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond and the Series 2018-A Bonds. For a discussion of the terms of issuance of such additional bonds see “APPENDIX C — SUMMARY OF THE INDENTURE — Additional Bonds”.

Remedies

The Board is exempt from all suits under the doctrine of sovereign immunity, but agents and employees of the Board may, by mandamus, be compelled to apply the General Fees to the payment of the Series 2018-A Bonds in accordance with the terms of the Indenture. An action for mandamus and the rights of the holders of the Series 2018-A Bonds and the enforceability thereof and of the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and general principles of equity, including the exercise of judicial discretion in appropriate cases.

The United States Bankruptcy Code

Provisions of the United States Bankruptcy Code permit political subdivisions of a state and certain state and local public agencies or instrumentalities that are insolvent or unable to meet their debts to file petitions for relief in the Federal Bankruptcy Court if authorized by state law. While there is no legislation currently in effect in Alabama authorizing the Board to file such a petition for relief, there is no assurance that legislation authorizing the Board to file a petition for relief under the Bankruptcy Code will not be enacted in the future.

Bankruptcy proceedings by the Board could have additional adverse effects on holders of Series 2018-A Bonds, including (a) delay in the enforcement of their remedies; (b) subordination of their claims or charges on the aforesaid pledged revenues to claims of those supplying goods and services to the Board after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings; (c) subordination of liens; (d) avoidance of liens or preferential transfers; (e) the issuance, with the approval of the Court, of certificates of indebtedness having priority over pre-existing obligations; and (f) imposition without their consent of a reorganization plan reducing or delaying or extinguishing payment on the Series 2018-A Bonds. The Bankruptcy Code contains provisions intended to ensure that, in any reorganization plan not accepted by the holders of at least a majority in aggregate principal amount of the Series 2018-A Bonds, the holders of the Series 2018-A Bonds will have the benefit of their original claim or charge on the aforesaid pledged revenues or the “indubitable equivalent.” The effect of these and other provisions of the Bankruptcy Code cannot be predicted with any certainty and may be significantly affected by judicial interpretation.

Section 922(d) of Chapter 9 of the Bankruptcy Code provides that a bankruptcy petition does not operate as a stay of “application of pledged special revenues” to the payment of indebtedness secured by such revenues in a manner consistent with other provisions of the Bankruptcy Code. Without limitation, section 928 of the Bankruptcy Code provides that special revenues acquired by the debtor after commencement of a chapter 9 case remain subject to any lien resulting from any security agreement entered into by the debtor before commencement of the case, but further provides that such lien on special revenues (other than municipal betterment assessments) derived from a project or system shall be subject to "the necessary operating expenses of such project or system." It is not clear whether the pledge of the General Fees made by the Board for the benefit of the Series 2018-Bonds would constitute "special revenues" as that term is defined in section 902(2) of the Bankruptcy Code. Moreover, the phrase "application of pledged special revenues" has given rise to arguments that the provisions of section 922(d) apply only to funds in possession and control of the debtholders, or their trustee. Therefore, it is uncertain whether or not the filing of a chapter 9 petition would affect application of General Fees for the payment of principal and interest on the Series 2018-Bonds. Similarly, it is uncertain whether section 928 of the Bankruptcy Code would control the claims of holders of the Series 2018-Bonds with respect to the General Fees.

The approving legal opinion of Bond Counsel will contain the customary reservation that the rights of the holders of the Series 2018-A Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in
appropriate cases. See the proposed form of approving legal opinion of Bond Counsel to the Board set forth in Appendix C.

THE PLAN OF FINANCING

Proceeds of the Series 2018-A Bonds will be used to (i) pay the costs of a new residence hall and related improvements on the campus of UAH, and to cover other capital costs relating thereto (collectively, the “2018-A Improvements”), and (ii) pay the costs of issuance of the Series 2018-A Bonds. Proceeds from the Series 2018-A Bonds will be deposited with a financial institution selected by UAH pending use for payment of the 2018-A Improvements. Such funds will not be pledged to the Series 2018-A Bonds nor will holders of the Series 2018-A Bonds or any other Bonds issued under the Indenture have any lien or rights with respect to such proceeds.

SOURCES AND USES OF FUNDS

The sources and uses of funds for the plan of financing are expected to be as follows:

Sources of Funds

Principal of Series 2018-A Bonds
[Net] original issue [premium/discount]

Total

Uses of Funds

2018-A Improvements
Costs of issuance (including underwriting, legal, accounting, financial advisor, and other expenses)

Total

DEBT STRUCTURE OF UAH

Outstanding Long-Term Debt Payable From the General Fees

After giving effect to the issuance of the Series 2018-A Bonds, the Board will have the following long-term debt outstanding that is payable from the General Fees:

Series 2018-A Bonds. These are the bonds offered pursuant to this Official Statement. These bonds are payable from and secured by the General Fees on a parity basis with respect to the Series 2015 Bond, the Series 2014-A Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2009-A Bonds, and all other Bonds issued pursuant to the Indenture.

Series 2015 Bond. The Series 2015 Bond was issued pursuant to the Indenture and is payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2015 Bond is outstanding in the principal amount of $4,219,000 and has principal installments maturing or subject to mandatory redemption on June 1 in the years 2018 through 2025.

Series 2014-A Bonds. The Series 2014-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2014-A Bonds are outstanding in the aggregate principal
amount of $9,195,000 and mature or are subject to mandatory redemption on September 1 in the years 2018 through 2034.

**Series 2013-A1 Bond.** The Series 2013-A1 Bond was issued pursuant to the Indenture and is payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2013-A1 Bonds are outstanding in the aggregate principal amount of $4,665,000 and matures or is subject to mandatory redemption on April 1 in the years 2018 through 2023.

**Series 2013-A2 Bonds.** The Series 2013-A2 Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2013-A2 Bonds are outstanding in the aggregate principal amount of $24,455,000 mature or are subject to mandatory redemption on April 1 in the years 2024 through 2043.

**Series 2012-A Bonds.** The Series 2012-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2012-A Bonds are outstanding in the aggregate principal amount of $8,695,000 and mature or are subject to mandatory redemption on April 1 in the years 2024 through 2031 and on October 1, 2031.

**Series 2012-B Bonds.** The Series 2012-B Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2012-B Bonds are outstanding in the aggregate principal amount of $9,915,000 and mature or are subject to mandatory redemption on September 1 in the years 2018 through 2026 and on December 1, 2026.

**Series 2010 Student Housing Bonds.** The Series 2010 Student Housing Bonds were issued pursuant to a Trust Indenture dated July 1, 2010 and are payable from (i) net student housing revenues from a student housing facility and (ii) the General Fees on a subordinate basis to the Series 2018-A Bonds and any other Bonds issued pursuant to the Indenture. As of February 1, 2018, the Series 2010 Student Housing Bonds are outstanding in the aggregate principal amount of $25,970,000 and mature or are subject to mandatory redemption on June 1 in the years 2018 through 2042.

**Series 2009-A Bonds.** The Series 2009-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to the Series 2018-A Bonds and all other Bonds issued under the Indenture. As of February 1, 2018, the Series 2009-A Bonds are outstanding in the aggregate principal amount of $5,570,000 and mature or are subject to mandatory redemption on July 1 in the years 2018 through 2029.

**Additional Debt Payable From General Fees**

The Board currently has no plans for incurring any additional material debt payable from the General Fees. The Board does expect to incur additional debt in the future, however, at times, in amounts, and for purposes not yet determined. For example, over the next 24 to 36 months the Board anticipates renovating two academic buildings and classrooms – Morton Hall and Roberts Hall – on the campus of UAH. These renovations likely would be financed through indebtedness payable from General Fees. Such debt may be issued as additional bonds under the Indenture. From time to time, depending on market conditions, the Board also anticipates that it will refund existing debt in accordance with its debt management objectives. See “APPENDIX C – SUMMARY OF THE INDENTURE – Additional Bonds”.

**Outstanding Short-Term Debt Payable From General Fees**

The Board will not have any short-term debt payable from the General Fees when the Series 2018-A Bonds are issued.
Outstanding Debt Payable From Other Sources

The Board has the following outstanding debt payable from revenue sources at UAH other than the General Fees.

1981 Housing Revenue Bonds. The Board’s The University of Alabama in Huntsville Housing Revenue Bonds issued in 1981 are payable from revenues derived from UAH’s consolidated housing revenues. As of February 1, 2018, these bonds are outstanding in the aggregate principal amount of $343,500 and mature on May 1 in the years 2018 through 2021.

1980 Housing Revenue Bonds. The Board’s The University of Alabama in Huntsville Housing Revenue Bonds issued in 1980 are payable from UAH’s consolidated housing revenues. As of February 1, 2018, these bonds are outstanding in the aggregate principal amount of $230,000 and mature on May 1 in the years 2018 through 2020.

Miscellaneous Debt. From time to time the Board has incurred various debts (including notes and capitalized leases) that are payable from income from the financed property or other sources other than the General Fees. Such debt was outstanding in the amount of $1,155,238 as of February 1, 2018.

Other System Debt

The Board has incurred, and will continue to incur, debt payable solely from revenues of its two other operating divisions at the Tuscaloosa campus and the Birmingham campus. This debt will have no claim on the General Fees or any other revenues from the operation of UAH.

Note Regarding GASB Nos. 68, 74, 75 and 82, and Pension and OPEB Liabilities

In June 2012, the Governmental Accounting Standards Board (“GASB”) issued Statement No. 68, Accounting and Financial Reporting for Pensions (“GASB No. 68” or the “Standard”). The Standard generally requires that in financial statements of governmental entities prepared using the economic resources measurement focus and accrual basis of accounting, such as those of UAH, an employer that does not have a special funding situation is required to recognize a liability for its proportionate share of the net pension liability. It also changes the amount and method of recognition of periodic pension expense, as well as required certain new disclosures. This standard was effective for UAH’s fiscal year ending September 30, 2015. It is reasonably possible that its adoption will have a material impact on the University’s future statements of net position (including recognition of a material long-term liability), of revenues, expenses, and changes in net position, and of cash flows.

On April 11, 2016, GASB issued pension guidance for financial reporting to address implementation issues related to the new pension accounting standards for state and local governments. Statement No. 82 amends Statement Nos. 67 and 68 to change the payroll measure required to be presented in schedules of required supplementary information and ratios that use that measure. Statement No. 82 requires the presentation of “covered payroll,” which is defined as the payroll on which contributions to a pension plan are based. Previously, Statement Nos. 67 and 68 required the presentation of “covered-employee payroll” which was defined as the payroll of employees that are provided with pension through the pension plan and ratios that use that measure. This standard requirement become effective in the employer’s first reporting period when the measurement date of the pension liability is on or after June 15, 2017. It is reasonably possible that these adoptions will have a material impact on the University’s future statements of net position (including recognition of a material long-term liability), of revenues, expenses, and changes in net position, and of cash flows.

GASB issued Statement No. 74 (“GASB No. 74”) in June 2015. The objective of this statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or “OPEB”) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This statement became effective for financial statements for fiscal years beginning after June 15, 2016. The System Office has determined there was no impact from the adoption of GASB No. 74.
GASB also issued in June 2015 Statement No. 75 (“GASB No. 75”). The objective of this statement is to improve accounting and financial reporting by state and local governments for OPEB. This statement is effective for fiscal years beginning after June 15, 2017. The System Office is currently evaluating the impact that GASB No. 75 will have on its financial statements, but notes that the adoption of this standard will likely result in the recognition of a material liability and a corresponding material reduction of the System Office’s unrestricted net position.

**DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES**

The following table sets forth the estimated debt service requirements, rounded to the nearest whole dollar, on all bonds of the Board that will be secured by a pledge of the General Fees after the Series 2018-A Bonds are issued. Columns and rows may not add due to rounding.

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<td>1,797,200</td>
<td>1,831,615</td>
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<td>1,936,709</td>
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<td>2035</td>
<td>1,799,200</td>
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<td>2048</td>
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</tr>
</tbody>
</table>

* Preliminary; subject to change.


(2) Includes Series 2010-A Student Housing Bonds. Net debt service for Series 2010-A Student Housing Bonds is shown after taking into account the payment to the Board of a federal subsidy. Does not reflect any anticipated reductions in the federal subsidy from the United States Department of the Treasury (the “Treasury”) as a result of the automatic reduction in federal spending pursuant to the Budget Deficit Control Act of 2011 (commonly referred to as “Sequestration”). The effect of any current or future sequester reduction percentage applied to the payments received from the Treasury will increase the net amount paid by the Board. See “RISK FACTORS—Future Legislation Could Affect Bonds.”
DEBT SERVICE COVERAGE

Set forth below is the historical coverage of maximum annual debt service requirements ($[______]) occurring in fiscal year [___] on all bonds secured by a pledge of the General Fees (both on a prior and parity basis among the issues of General Fee Revenue Bonds issued under the Indenture and on a subordinate basis in the case of the Student Housing Revenue Bonds, without taking into account any other revenues that are the primary security and source of payment for such Student Housing Revenue Bonds, but taking into account the federal subsidy for such Bonds) and taking into account the issuance of the Series 2018-A Bonds. General Fees are shown net of scholarship allowances. See “DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES”.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>General Fees</th>
<th>Coverage of Maximum Annual Debt Service (Rounded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td>$53,469,001</td>
<td>[__]x</td>
</tr>
<tr>
<td>2014-15</td>
<td>53,743,262</td>
<td>[__]x</td>
</tr>
<tr>
<td>2015-16</td>
<td>57,817,833</td>
<td>[__]x</td>
</tr>
<tr>
<td>2016-17</td>
<td>$[62,397,294]</td>
<td>[__]x</td>
</tr>
</tbody>
</table>

For a description of the General Fees and historical enrollment at UAH see “APPENDIX A”.

RISK FACTORS

Limited Source of Payment

The Series 2018-A Bonds will be limited obligations of the Board, payable solely from, and secured by a pledge of, the General Fees. See “SECURITY AND SOURCE OF PAYMENT”.

The Series 2018-A Bonds will not be debts or obligations of the State of Alabama, and debt service on the Series 2018-A Bonds will not be payable out of any money provided or appropriated to the Board by the State of Alabama. Holders of the Series 2018-A Bonds shall never have the right to demand payment of the Series 2018-A Bonds from the Board from any source other than the special funds established under the Indenture and the General Fees and shall be entitled to payment from such sources only on a parity basis with all other bonds outstanding under the Indenture.

The net proceeds of the Series 2018-A Bonds will not be held in a special fund under the Indenture or otherwise pledged to secure payment of the Series 2018-A Bonds.

Limitation on Remedies Upon Default

The Indenture does not constitute a mortgage on or security interest in any properties of the Board, and no foreclosure or sale proceedings with respect to any property of the Board may occur.

The Board is exempt from all suits under the doctrine of sovereign immunity, but agents and employees of the Board may, by mandamus, be compelled to apply the General Fees to the payment of the Series 2018-A Bonds in accordance with the terms of the Indenture.

An action for mandamus and the rights of the holders of the Series 2018-A Bonds and the enforceability thereof and of the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and general principles of equity, including the exercise of judicial discretion in appropriate cases.
State Proration

The State of Alabama appropriates money each year to UAH for operating costs and non-operating cash requirements, including capital expenditures. Because the State is mandated by its constitution to operate with a balanced budget, the State occasionally has reduced its appropriations, through a process known as “proration”, when its annual revenues are not expected to meet budgeted appropriations. It is expected that proration will be implemented from time to time in the future, and when proration does occur, UAH will be required to implement various cost-saving measures in order to balance its own budget. Although proration may impact UAH’s budget, the Series 2018-A Bonds are not payable from State appropriations. See information in APPENDIX A under the caption “State Appropriations.”

On each occasion when proration was announced by the State, UAH responded by modifying amounts budgeted for contingency purposes, applying unrestricted fund balances carried over from previous years, deferring equipment purchases, reducing administrative expenses such as travel cost and not filling vacant positions. Adjustments to reduce the recurring expense base for personnel and other costs, and to enhance recurring revenue streams where possible, were also made to rebalance the budget for proration considered to reflect long-term funding prospects. UAH will adjust for future prorations, if any, by taking similar actions.

General Factors Affecting the General Fees

No representation can be made and no assurance can be given that the General Fees will be sufficient to make the required payment of debt service on the Series 2018-A Bonds and pay necessary operating expenses. Such receipts are subject to a variety of factors that could adversely affect debt service coverage on the Series 2018-A Bonds, including general economic conditions, population in UAH’s basic service area, the demand for higher education, and legislative and administrative requirements on UAH’s operations.

Qualification of Legal Opinions

The various legal opinions to be delivered concurrently with delivery of the Series 2018-A Bonds (1) will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally and (2) will express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Tax-Exempt Status of Series 2018-A Bonds

It is expected that the Series 2018-A Bonds will qualify as tax-exempt obligations for federal income tax purposes as of the date of issuance. See “TAX STATUS”. Bond counsel is delivering an opinion with respect to certain aspects of the tax status of the Series 2018-A Bonds. The opinion for the Series 2018-A Bonds is attached to this Official Statement as APPENDIX D, and should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed. A legal opinion is only the expression of professional judgment and does not constitute a guaranty with respect to the matters covered. In addition, the opinion of bond counsel speaks only as of its date, and bond counsel does not undertake to advise bondholders about subsequent developments.

The tax status of the Series 2018-A Bonds could be affected by post-issuance events. There are various requirements of the Internal Revenue Code that must be observed or satisfied after the issuance of the Series 2018-A Bonds in order for the Series 2018-A Bonds to qualify for, and retain, tax-exempt status. These requirements include use of the proceeds of the Series 2018-A Bonds, use of the facilities financed by the Series 2018-A Bonds, investment of bond proceeds, and the rebate of so-called excess arbitrage earnings. Compliance with these requirements is the responsibility of the Board.

The Internal Revenue Service conducts an audit program to examine compliance with the requirements regarding tax-exempt status. If the Series 2018-A Bonds become the subject of an audit, under current IRS procedures,
the Board would be treated as the taxpayer in the initial stages of an audit, and the owners of the Series 2018-A Bonds would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2018-A Bonds could adversely affect the market value and liquidity of the Series 2018-A Bonds, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2018-A Bonds do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2018-A Bonds.

In addition to post-issuance compliance, a change in law after the date of issuance of the Series 2018-A Bonds could affect the tax-exempt status of the Series 2018-A Bonds or the economic benefit of investing in the Series 2018-A Bonds. For example, Congress could eliminate the exemption for interest on the Series 2018-A Bonds, or it could reduce or eliminate the federal income tax, or it could adopt a so-called flat tax. See “RISK FACTORS – Future Legislation Could Affect Bonds” below.

The Indenture does not provide for mandatory redemption of the Series 2018-A Bonds or payment of any additional interest or penalty if a determination is made that the Series 2018-A Bonds do not comply with the existing requirements of the Internal Revenue Code or if a subsequent change in law adversely affects tax-exempt status of the Series 2018-A Bonds.

Future Legislation Could Affect Bonds

The federal government is considering various proposals to reduce federal budget deficits and the amount of federal debt, including proposals that would eliminate or reduce indirect expenditures made through various deductions and exemptions currently allowed by the income tax laws.

The exemption for interest on tax-exempt bonds is one of the indirect expenditures that could be affected by a deficit reduction initiative. Some deficit-reduction proposals would completely eliminate the exemption for interest on tax-exempt bonds. Other proposals would place an aggregate cap on the total amount of exemptions and deductions that may be claimed by a taxpayer, or a cap on the exemption for interest on tax-exempt bonds. Changes in the rate of the federal income tax, including so-called “flat tax” proposals, could also reduce the value of the exemption.

Changes affecting the exemption for interest on tax-exempt bonds, if enacted, could apply to tax-exempt bonds already outstanding, including the Series 2018-A Bonds offered pursuant to this Official Statement, as well as bonds issued after the effective date of such legislation. It is not possible to predict whether Congress will adopt legislation affecting the exemption for tax-exempt bonds, what the provisions of such legislation may be, whether any such legislation will be retroactive in effect, or what effect any such legislation may have on investors in the Series 2018-A Bonds. Investors should consult their own tax advisers about the prospects and possible effect of future legislation that could affect the exemption for interest on tax-exempt bonds.

For taxable debt such as the Series 2010-A Student Housing Bonds, which are Build America Bonds providing the Board with the benefit of a federal subsidy, it is possible that the value of the subsidy will be reduced through Sequestration, with the effect that the Board will be responsible for increased net debt service with respect to the Series 2010-A Student Housing Bonds.

RATINGS

Moody’s Investors Service, Inc. and Standard & Poor’s Rating Service, a division of The McGraw-Hill Companies, Inc. (together, the “Rating Agencies”) have assigned the ratings to the Series 2018-A Bonds as indicated on the cover page of this Official Statement based upon information provided by the Board. Each rating reflects the respective Rating Agency’s underlying rating of the creditworthiness of the Board with respect to obligations payable from the General Fees. Any further explanation of the significance of such ratings may be obtained only from the appropriate rating agency. The Board furnished to the Rating Agencies the information contained in this Official Statement and certain other information respecting the Board and the Series 2018-A Bonds. Generally, Rating Agencies base their underlying ratings on such materials and information, as well as on their own investigations, studies and assumptions.
The ratings indicated on the cover page are not recommendations to buy, sell or hold the Series 2018-A Bonds, and any such ratings may be subject to revision or withdrawal at any time by the Rating Agencies. Any downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the affected Series 2018-A Bonds. Neither the Board nor the Underwriter has undertaken any responsibility either to bring to the attention of the Series 2018-A Bondholders any proposed revision, suspension or withdrawal of a rating or to oppose any such revision, suspension or withdrawal.

TAX STATUS

General

Under existing law, the tax status of the Series 2018-A Bonds will include the following characteristics:

Federal Tax-Exempt Status. Interest on the Series 2018-A Bonds will be excluded from gross income for federal income tax purposes if the Board complies with all requirements of the Internal Revenue Code of 1986 (the “Internal Revenue Code”) that must be satisfied subsequent to the issuance of the Series 2018-A Bonds in order that interest thereon be and remain excluded from gross income. Failure to comply with such requirements could cause the interest on the Series 2018-A Bonds to be included in gross income, retroactive to the date of issuance of the Series 2018-A Bonds. The Board has covenanted to comply with all such requirements.

Federal Tax Preference Treatment. Interest on the Series 2018-A Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.


Original Issue Discount

The original issue discount is the selling price of a Series 2018-A Bond, to the extent properly allocable to each owner of such Series 2018-A Bond, that is excluded from gross income for federal income tax purposes with respect to such owner. The original issue discount is the excess of the stated redemption price at maturity of such Series 2018-A Bond over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the Series 2018-A Bonds of such maturity were sold.

Under Section 1228 of the Internal Revenue Code, original issue discount on tax-exempt Series 2018-A Bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2018-A Bond during any accrual period generally equals (i) the issue price of such Series 2018-A Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Series 2018-A Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Series 2018-A Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the owner’s tax basis in such Series 2018-A Bond. Purchasers of any Series 2018-A Bond at an original issue discount should consult their tax advisers regarding the determination and treatment of original issue discount for federal income tax purposes, and with respect to state and local tax consequences of owning such Series 2018-A Bond.

Original Issue Premium

An amount equal to the excess of the purchase price of a Series 2018-A Bond over its stated redemption price at maturity constitutes premium on such Series 2018-A Bond. A purchaser of a Series 2018-A Bond must amortize any premium over such Series 2018-A Bond’s term using constant yield principles, based on the Series 2018-A Bond’s yield to maturity. As premium is amortized, the purchaser’s basis in such Series 2018-A Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on
sale or disposition of such Series 2018-A Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed. Purchasers of any Series 2018-A Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Series 2018-A Bonds.


NO OBLIGATION OF STATE OF ALABAMA FOR PAYMENT OF SERIES 2018-A BONDS

The Series 2018-A Bonds are special obligations of the Board payable solely out of, and secured by a pledge of, the General Fees. Neither the principal of nor the interest on the Series 2018-A Bonds nor the aforesaid pledge or any other agreement contained in the Indenture shall constitute an obligation (whether direct, indirect or contingent) of any nature whatsoever of the State of Alabama, and neither the Series 2018-A Bonds nor any obligation arising from said pledge or agreements shall be payable out of any moneys appropriated to the Board or to UAH by the State of Alabama.

LITIGATION

The Board

There is not now pending or, to the knowledge of the Board, threatened any litigation or other proceeding restraining or enjoining the issuance or delivery of the Series 2018-A Bonds or questioning or affecting the validity of the Series 2018-A Bonds or the proceedings or authority under which they are to be issued. Neither the creation, the organization nor the existence of the Board nor the title of any of the present members or other officers of the Board to their respective offices is being contested. There is no litigation or other proceeding pending or, to its knowledge, threatened which in any manner questions the right of the Board to enter into the Indenture or to secure the Series 2018-A Bonds in accordance with the Indenture.

UAH

UAH has advised that no litigation or other proceeding is pending, or to its knowledge, threatened against it except for litigation (a) in which the probable recoveries and the estimated costs and expenses of defense will be entirely within the applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the reserves held under the applicable self-insurance or shared-risk program or (b) in which an adverse determination would not have a material adverse effect on the operations or the financial condition of UAH.

LEGAL MATTERS

The legality and validity of the Series 2018-A Bonds will be approved by Bradley Arant Boult Cummings LLP, Birmingham, Alabama, bond counsel. Bond counsel will render an opinion with respect to the Bonds in substantially the form attached as APPENDIX D. The opinion of bond counsel should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed. Delivery of the Bonds is contingent upon the delivery of the opinion of bond counsel. Sid Trant, General Counsel to the University of Alabama System and Secretary to the Board, has served as counsel to the Board in connection with the issuance of the Series 2018-A Bonds.

UNDERWRITING

The Series 2018-A1 Bonds were purchased at a competitive sale by [ ] (the “2018-A1 Underwriter”). The Series 2018-A1 Bonds are being reoffered by the 2018-A1 Underwriter at the prices or yields
reflected on the inside cover page of this Official Statement respecting such series. The purchase price being paid by the 2018-A1 Underwriter is $[_______], which reflects [net] original issue [premium/discount] of $[_______] and an underwriter’s spread or compensation of $[_______].

The Series 2018-A2 Bonds were purchased at a competitive sale by [_______] (the “2018-A2 Underwriter”). The Series 2018-A2 Bonds are being reoffered by the 2018-A2 Underwriter at the prices or yields reflected on the inside cover page of this Official Statement respecting such series. The purchase price being paid by the 2018-A2 Underwriter is $[_______], which reflects [net] original issue [premium/discount] of $[_______] and an underwriter’s spread or compensation of $[_______].

CONTINUING DISCLOSURE

General

The Board has covenanted for the benefit of the holders of the Series 2018-A Bonds to provide to the Municipal Securities Rule Making Board’s Electronic Municipal Market Access System (“EMMA”) (i) certain financial information and operating data relating to the Board on an annual basis (the “Annual Financial Information”) within 270 days after the end of its fiscal year and (ii) notices of the occurrence of the following events in a timely manner not in excess of ten (10) business days after their occurrence, to EMMA with respect to the Series 2018-A Bonds (as appropriate): (a) principal and interest payment delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers, or their failure to perform, (f) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2018-A Bonds, (g) modifications to rights of bondholders, if material, (h) bond calls (excluding mandatory, scheduled redemptions which are set forth in detail in the Official Statement, and the only open issue is which Series 2018-A Bonds will be redeemed in the case of a partial redemption), if material, (i) defeasances, (j) release, substitution, or sale of property securing repayment of the Series 2018-A Bonds (as appropriate), if material, (k) rating changes, (l) tender offers, (m) bankruptcy, insolvency, receivership, or similar proceeding of the Board, (n) the consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (o) appointment of successor or additional trustee, or the change of name of a trustee, if material.

The Board also agrees to provide, in a timely manner, to the MSRB (through EMMA) notice of a failure by the Board to provide the required annual financial information on or before the date specified in its written continuing disclosure undertaking.

The Annual Financial Information will include financial information and operating data relating to the Board similar to the type found in the section of this Official Statement called “APPENDIX A – Faculty and Staff, Student Enrollment, Tuition and Fees and Financial Matters”. In addition, the Board will provide audited financial statements prepared in accordance with generally accepted accounting principles. Such audited financial statements may take the form of a System-wide financial presentation of the Board, but in such event will include segment financial information for UAH in accordance with generally accepted accounting principles. The accounting principles may change from time to time, as directed by the Governmental Accounting Standards Board (“GASB”), and may change the presentation of financial information. See “APPENDIX A – Financial Matters”.

The Board will disseminate its Annual Financial Information (in the form and by the dates described above) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Securities and Exchange Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

The Board shall never be subject to money damages for its failure to comply with its obligations to provide the required information. The only remedy available to the holders of the Series 2018-A Bonds for breach by the
Board of its obligations to provide the required information shall be the remedy of specific performance or mandamus against appropriate officials of the Board. The failure by the Board to provide the required information shall not be an event of default with respect to the Series 2018-A Bonds under the Indenture.

No person other than the Board shall have any liability or responsibility for compliance by the Board with its obligations to provide information. The Trustee has not undertaken any responsibility with respect to any required reports, notices or disclosures.

The Board retains the right to modify its obligations described above as long as such modification is done in a manner consistent with Rule 15c2-12 of the Securities and Exchange Commission.

Compliance with Prior Undertakings

The Board has discovered deficiencies in disclosure for various of its divisions, including UAH, which it reported in an event notice filed with EMMA on November 26, 2014, under the following base CUSIP numbers: 914025, 914026, 914031 and 91402J. Such event notice is available at www.emma.msrb.org.

In addition, during the past five years, UAH failed to file on a timely basis certain information required by its previous undertakings. Audited financial statements as well as certain financial and operating data for fiscal years ended September 30, 2012, 2013 and 2015 were filed late. Fiscal years’ 2012 and 2013 audited financial statements and operating data were filed on August 7, 2014, and the fiscal year 2015 audited financial statement and operating data was filed on September 9, 2016. Also, UAH did not file timely notices of the failure to file required financial information when due. The late notices were also filed on August 7, 2014 and September 9, 2016, respectively. For fiscal year 2016, the financial and operating data for UAH was filed late on August 14, 2017, however, notice of late filing was filed timely on March 31, 2017. In some instances, annual financial information filed by UAH failed to attach all requisite CUSIP numbers on EMMA. All such information has been relinked on EMMA.

The Board has four separate operating divisions, one of which is UAH. The Board issues revenue bonds for the benefit of each operating division; however, the borrowing for each operating division is based solely on the credit of that operating division, and the debt incurred for that operating division is payable solely out of revenues from that operating division. The Board wishes to clarify that for purposes of the Rule and the continuing disclosure undertaking by UAH in connection with the issuance of these Bonds, the “obligated person” for continuing disclosure will be UAH, not any other operating division of the Board. The Board has not attempted in this Official Statement to describe continuing disclosure compliance for any of its operating divisions other than UAH.

While ratings of bond insurers are publicly available, UAH failed to file timely notice of changes in the ratings of credit enhancers, consisting of bond insurers, for certain of its Bonds from time to time. A filing to that effect and certain other deficiencies was filed on EMMA on August 7, 2014.

INDEPENDENT ACCOUNTANTS

The financial statements of UAH and its discretely presented component unit as of September 30, 2017 and 2016 and for the years then ended, included in this Official Statement as APPENDIX B, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report dated January 23, 2017, which report also appears in APPENDIX B. As stated in their report, PricewaterhouseCoopers LLP, did not audit the financial statements of the University of Alabama in Huntsville Foundation ("UAHF"). UAH’s discretely presented component unit, as of September 30, 2017 and 2016, and for the years then ended. Those statements were audited by other auditors whose report thereon was furnished to PricewaterhouseCoopers, LLP, and their opinion, insofar as it relates to the amounts included for UAHF, is based on the report of other auditors.

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Huntsville, Alabama (the “Financial Advisor”) is serving as financial advisor to the Board in connection with the issuance of the Series 2018-A Bonds. The Financial Advisor assisted in the
preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2018-A Bonds, and provided other advice to the Board. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2018-A Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the Board to provide continuing secondary market disclosure.

APPENDICES

THE APPENDICES TO THIS OFFICIAL STATEMENT CONTAIN INFORMATION CONCERNING THE BOARD AND THE SERIES 2018-A BONDS. SUCH APPENDICES ARE AN INTEGRAL PART OF THIS OFFICIAL STATEMENT AND SHOULD BE READ IN THEIR ENTIRETY.

CERTIFICATE

This Official Statement has been approved and deemed “final” by the Board within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, to the best of its knowledge and belief.

MISCELLANEOUS

The Board has duly authorized the execution and delivery of this Official Statement.
APPENDIX A

GENERAL DESCRIPTION OF
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
APPENDIX A

GENERAL DESCRIPTION OF
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

THE BOARD

The University of Alabama System consists of three autonomous campuses at Huntsville, Birmingham and Tuscaloosa ("The University of Alabama System"), and is governed by the Issuer, a 17-member board known as "The Board of Trustees of The University of Alabama" (herein referred to as the "Board" or the "Issuer"). The Board is a public educational corporation and instrumentality of the State of Alabama. Each campus is operated as a division of the Board. The Board includes the Governor of the State of Alabama as President ex officio of the Board and the State Superintendent of Education as an ex officio member of the Board. The other 15 members are elected by the incumbent members, and each of the congressional districts in the State is represented. The election of these 15 members is subject to confirmation or rejection by the Senate of the State of Alabama. In the event that the Senate confirms the election or chooses to take no action, each member will serve until the expiration of his term and until a successor is elected. With respect to members not yet considered by the Senate, members serve until the expiration of their term unless rejected and until the confirmation of a successor by the Senate.

Each campus has a separate President who reports to the Board through the Chancellor of The University of Alabama System. The Board determines policy and approves operating budgets, educational programs, facilities and capital financing for each campus, and sets the separate tuition and fee schedules applicable at each campus.

The current members of the Board are as follows:

President
Governor Kay Ivey, ex officio

President Pro Tempore
Ronald W. Gray

Members
Ed Richardson, ex officio
Karen P. Brooks
Joseph C. Espy III
Barbara Humphrey
Vanessa Leonard
W. Davis Malone, III
Harris V. Morrissette
Finis E. St. John IV
Scott Phelps
William "Britt" Sexton
W. Stancil "Stan" Starnes
Marietta M. Urquhart
Kenneth L. Vandervoort
James W. Wilson III

Chancellor of the University of Alabama System

Mr. C. Ray Hayes assumed the position as Chancellor of The University of Alabama System on September 1, 2016. Prior to his unanimous election by the Board of Trustees to lead the University of Alabama System, Chancellor Hayes was the Executive Vice Chancellor and Chief Operating Officer. In that capacity he was the senior administrator responsible for the financial health and physical properties of the three-campus system. Prior to his recruitment to the University of Alabama System in 2006, Chancellor Hayes was Vice President for Finance and
Administration at Mississippi State University and Executive Vice President for Finance and Administration at Texas A&M – Corpus Christi.

Mr. Hayes earned his bachelor’s and MBA degrees from Mississippi State and has held leadership roles with the National Association of College and University Business Officers (NACUBO), the Society for College and University Planning and other regional and national entities.

The University of Alabama in Huntsville

The University of Alabama in Huntsville ("UAH") is a state-supported institution founded in 1950 and is a part of the University of Alabama System. UAH’s 505-acre campus is located in Huntsville, Alabama, and is the anchor tenant for Cummings Research Park, the second largest university-related research park in the United States and home to numerous high technology and research companies. Also located near the campus are the Army’s Redstone Arsenal, the Marshall Space Flight Center (NASA), and the U.S. Space and Rocket Center. UAH’s buildings were all constructed after 1960 and contain modern equipment.

The first undergraduate and master’s degrees were awarded by UAH in 1968 and 1964, respectively. UAH is fully accredited by the Southern Association of Colleges and Schools Commission on Colleges, which is the major accrediting body for colleges in the Southeast and Texas. The professional programs are also accredited by the appropriate professional associations. The baccalaureate, masters and doctorate of nursing practice programs in Nursing are accredited by the Commission on Collegiate Nursing Education (CCNE), the Education programs are accredited by the National Council for Accreditation of Teacher Education (NCATE), the Engineering programs are accredited by the Accrediting Board of Engineering and Technology (ABET), and the College of Business is accredited by the Association to Advance Collegiate Schools of Business (AACSB).

The University offers 85 degree-granting programs that meet the highest standards of excellence, including 41 bachelor's degree programs, 29 master's degree programs, and 15 doctoral programs through its nine colleges: Arts, Humanities and Social Sciences; Business, Education, Engineering, Graduate Studies, Honors, Nursing, Professional and Continuing Studies, and Science.

About The University of Alabama in Huntsville

The University of Alabama in Huntsville has approximately 9,100 students and is classified by the Carnegie Foundation for the Advancement of Teaching as a "High Activity" research university, placing it among a select group of public universities in America. UAH has five research programs ranked in the top 20 in the nation in research expenditures, according to the National Science Foundation, including 5th in the United States in aeronautical and astronautical engineering. The campus receives national recognition on a regular basis. UAH was listed as very competitive by Barron’s Profiles in American Colleges and was one of only two public universities in Alabama to earn this designation. U.S. News & World Report consistently ranks UAH among the magazine’s Tier 1 national universities, placing it among the top four percent of public universities in the nation. Additionally, numerous sources report that UAH is among the state and national leaders for return on investment for its graduates.

Executive Administration

The President, as chief executive officer of UAH, is elected by and serves at the pleasure of the Board.

The daily responsibilities of governing UAH are delegated to the President and, through the President, to his assisting officers and the faculty in each of the several schools and the colleges.

The current principal administrative officers of UAH are the following:

President. Robert A. Altenkirch was named President of The University of Alabama in Huntsville (UAH) on September 21, 2011. Prior to this appointment, he served as President of New Jersey Institute of Technology (NJIT) for nine years.
During Dr. Altenkirch’s tenure at UAH, research expenditures for fiscal year 2013 were the highest in the school’s history. For the most recent research and development expenditures published by the National Science Foundation (fiscal year 2016), UAH ranked 13th in NASA-funded expenditures and 25th in expenditures from Department of Defense funding.

Dr. Altenkirch is responsible for leading development of the University’s Strategic Plan, Expanding Horizons. The plan’s priorities are enrollment growth of a diverse student body, recruitment and retention of an outstanding and diverse faculty and staff, a broadening and expansion of the research portfolio, recognition for education and research in Aerospace and Systems Engineering; Biotechnology; Cybersecurity and Big Data; Earth, Atmospheric, and Space Science; and Gaming and Entertainment Arts; and fully engaging stakeholders.

Dr. Altenkirch initiated the formation of UAH’s Department of Space Science in 2013, Honors College in 2014, and College of Education in 2014. Additionally, he spearheaded implementation of a number of new academic programs including Master’s degrees in Supply Chain and Logistics Management, Human Resource Management, Business Analytics, and Space Science, and Bachelor’s Degrees in Secondary Education, Kinesiology, and a PhD degree in Space Science. In 2013 the Rise School of Huntsville, a non-profit pre-school for developmentally challenged and typical children was moved on campus, and in 2014 the Rise School of Huntsville became the UAH Rise School, an outreach and service unit of the College of Education.

He is also responsible for the formation of the Division of Student Affairs in 2014 and enhancing the position of Vice President for Research to include economic development as a responsibility with the title Vice President for Research and Economic Development. Dr. Altenkirch led the effort to secure conference affiliation for UAH’s NCAA Division I Men’s Ice Hockey Team in the Western Collegiate Hockey Association and to initiate NCAA Division II Men’s and Women’s Lacrosse in spring 2016.

During 2016, Dr. Altenkirch spearheaded efforts to begin several construction projects on campus – a new 400-bed residence hall, the D.S. Davidson Invention to Innovation business incubator, and a new sorority house. All of those projects are expected to be completed during 2018-2019.

Dr. Altenkirch earned his B.S. from Purdue University, an M.S. from the University of California, Berkeley, and his Ph.D. from Purdue, all in mechanical engineering. He has authored or co-authored over 50 publications and nearly 100 presentations in combustion and heat transfer. He served as the Principal Investigator for experiments on eight Space Shuttle flights investigating the physics of flame spreading over solid combustibles.

Dr. Altenkirch served as Vice President for Research (1998-2002) and Dean of the College of Engineering (1988-1995) at Mississippi State University, faculty member and Department Chair in the Department of Mechanical Engineering at the University of Kentucky (1975-1988), and Dean of the College of Engineering and Architecture at Washington State University (1995-1998).

**Vice President for Finance and Administration.** Mr. Todd M. Barré joined UAH in December 2017 as the Vice President for Finance and Administration. He has twenty-seven years of budget, finance and administrative experience in higher education. Prior to joining UAH, he served as Director of Budget and Institutional Research at the Louisiana State University (LSU) Agriculture Center, where he had responsibilities for the development of the annual operating budget, submission of external reports to the LSU System Office, Board of Regents, state and other external agencies. Additionally, he assisted the Chancellor with legislative relations and bill tracking and served as Treasurer of the LSU Research and Technology Foundation. He previously served as Deputy Commissioner for Finance and Administration at the Louisiana Board of Regents; as Associate Vice President for Budget, Finance and Facilities with the University of Louisiana System; as Director of Budget, Planning and Information Technology with the LSU System Office; and as Administrative/Budget Analyst III with the LSU Office of Budget and Planning. From LSU, Mr. Barré earned his B.S. in Quantitative Business Analysis – Computer Science and a Master of Public Administration with emphasis in financial statement and budget preparation and analysis, fund accounting, micro economic theory and analysis, policy development and evaluation, and human resource management.
Provost and Executive Vice President for Academic Affairs. Dr. Christine W. Curtis joined UAH in February 2014 as the Provost and Executive Vice President for Academic Affairs. She has since established the College of Education and has been instrumental in developing programs in: theatre; writing; secondary education; early childhood/early childhood special education bachelor degrees; master's and Ph.D. degrees in space science; a master's degree in professional communication; and a master of arts in teaching. Prior to joining UAH, Dr. Curtis worked at the University of South Carolina (USC) as senior vice provost and director of strategic planning. She was also the vice provost for faculty development and served as a professor in the chemical engineering department. Prior to her work at USC, Dr. Curtis had a long tenure at Auburn University and served as a professor in the chemical engineering department, while at the same time made contributions as an administrator holding the titles of associate provost, special assistant to the president and associate vice president for research. She received a bachelor's degree in chemistry from Mercer University, and a master's and Ph.D. in analytical chemistry from The Florida State University.

Vice President for Student Affairs. Dr. Kristi L. Motter joined UAH in 2014 in her position as Vice President for Student Affairs. She offers over 20 years of experience in higher education and enrollment management. She also has considerable experience with successful data management, dual campus environments, and staff management and leadership. Previously, Dr. Motter served as associate vice president for enrollment management at The University of Southern Mississippi in Hattiesburg. In that position, Dr. Motter served as the chief enrollment officer for the university and chaired the university's strategic enrollment planning action team. She oversaw orientation, admissions, financial aid and scholarships, and student retention and persistence and also supported Student Affairs in the areas of budget planning, accountability, and assessment and SACS accreditation. Prior to Southern Miss, she held numerous positions at Northwestern State University including Systems Analyst, Coordinator of Student Services, Associate Director of Financial Aid, and Director of Financial Aid. Dr. Motter received her Ph.D. from The University of Southern Mississippi, and obtained her bachelor's and master's degrees from Northwestern State University (LA).

Vice President for Diversity. Ms. Delois H. Smith graduated from the University of Florida with a B.A. in Psychology and a Master’s degree in Educational Psychology. She joined UAH in 1984 and has held progressively responsible positions in the areas of Student Affairs and upper administration. In 1992, she was appointed Director of Student Development Services and served in this position for two years. She assumed additional responsibilities as Special Assistant to the Vice President for Student Affairs from 1994 to 1996 and as Assistant Vice President for Student Affairs from 1996 to 1999. She served as Interim Vice President for Student Affairs from 1999 to 2002 and following a national search for the position of Vice President for Student Affairs, was selected as the successful candidate and served in that position from 2002 to 2009. In 2009, Ms. Smith was appointed by the UAH president to serve as Vice President for Diversity. Ms. Smith is a Licensed Professional Counselor (LPC), a Nationally Certified Counselor (NCC), a Board Certified Clinical Psychotherapist, Nationally Certified Psychologist (NCP), and an Intercultural Development Inventory Administrator (IDI). She serves on seven on and off-campus boards and organizations.

Vice President for University Advancement. Robert E. Lyon joined The University of Alabama in Huntsville in September 2012 as Vice President for University Advancement. The Advancement division includes the offices of Development, Alumni Relations, University Events, and Marketing & Communications as well as liaison functions with the UAH Alumni Association and the UAH Foundation. The UAH Advancement Office plays a major role in supporting the University’s strategic plan. Among the many programs are specific goals for increased private philanthropic support, enhanced alumni programming, and focused efforts for marketing and events. These and other Advancement Office activities are intended to support recruitment and retention of outstanding students, faculty, and staff for excellence in teaching, research, public service, and economic development. Mr. Lyon brings over 30 years of prior higher education administration experience to his role at UAH. Previous service includes positions of Vice Chancellor at UT Chattanooga, Associate Vice Chancellor at Vanderbilt University, and Senior Vice President at the College of Charleston. He was involved in successful $1 billion comprehensive fund raising campaigns at the UT System and at Vanderbilt, and he directed Charleston’s first successful comprehensive campaign in that institution’s 200+ year history.

Vice President for Research and Economic Development. Dr. Ray Vaughn joined UAH in May 2013 as the Vice President for Research and Economic Development where he is an active researcher, acquiring nearly $5 million in research funding since arriving. Prior to UAH, he was one of twelve William L. Giles Distinguished Professors at Mississippi State University (MSU) where he conducted research in the areas of Software Engineering
and Cybersecurity. Prior to joining Mississippi State University, he completed a career in the US Army retiring as a Colonel followed by three years as Vice President of DISA Integration Services, EDS Government Systems. His experience includes an assignment at the National Computer Security Center (NSA) where he conducted classified research and participated in the development of National computer security guidance. Dr. Vaughn has over 100 publications to his credit and has obtained more than $40 million in funded research projects. In 2004, Dr. Vaughn was named a Mississippi State University Eminent Scholar and in 2008 he was named Mississippi State University’s most outstanding faculty member. In 2009 he was designated the Department Head for Computer Science and Engineering and in 2010 became the Associate Vice President for Research at MSU. Dr. Vaughn received his Ph.D. from the Computer and Information Systems Department at Kansas State University in 1988.

Faculty and Staff

For the fall term 2017, the faculty of UAH consisted of 372 full-time members and 231 part-time members. In addition to faculty, UAH employs approximately 1,400 permanent, full-time and temporary or part-time employees. UAH is an Equal Opportunity Employer, and is functioning under an Affirmative Action Plan which has been approved by the U.S. Department of Labor.

The following table shows the number of full-time tenured faculty and percentage of full-time faculty with tenure, as of the fall term of each of the years indicated:

<table>
<thead>
<tr>
<th>Fall Term</th>
<th>Number Tenured</th>
<th>Percent Tenured</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>180</td>
<td>48%</td>
</tr>
<tr>
<td>2016</td>
<td>175</td>
<td>50%</td>
</tr>
<tr>
<td>2015</td>
<td>176</td>
<td>51%</td>
</tr>
<tr>
<td>2014</td>
<td>171</td>
<td>53%</td>
</tr>
<tr>
<td>2013</td>
<td>170</td>
<td>51%</td>
</tr>
</tbody>
</table>

The following table shows the number and percentage of full-time faculty with advanced degrees as of the fall term of each of the years indicated:

<table>
<thead>
<tr>
<th>Fall Term</th>
<th>Advanced Degrees Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>372</td>
<td>100.0%</td>
</tr>
<tr>
<td>2016</td>
<td>349</td>
<td>100.0%</td>
</tr>
<tr>
<td>2015</td>
<td>342</td>
<td>100.0%</td>
</tr>
<tr>
<td>2014</td>
<td>324</td>
<td>100.0%</td>
</tr>
<tr>
<td>2013</td>
<td>336</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
The following table shows the number of faculty for the academic terms indicated, classified by faculty appointment:

<table>
<thead>
<tr>
<th>Faculty Appointment</th>
<th>Fall 2017</th>
<th>Fall 2016</th>
<th>Fall 2015</th>
<th>Fall 2014</th>
<th>Fall 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure/Tenure Track</td>
<td>235</td>
<td>227</td>
<td>227</td>
<td>220</td>
<td>230</td>
</tr>
<tr>
<td>Temporary/Visiting</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Lecturers</td>
<td>69</td>
<td>60</td>
<td>51</td>
<td>39</td>
<td>41</td>
</tr>
<tr>
<td>Clinical (Nursing)</td>
<td>45</td>
<td>39</td>
<td>39</td>
<td>39</td>
<td>39</td>
</tr>
<tr>
<td>Research</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Academic Affairs Administration</td>
<td>22</td>
<td>22</td>
<td>21</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td><strong>Full-time Subtotal</strong></td>
<td>372</td>
<td>349</td>
<td>342</td>
<td>324</td>
<td>336</td>
</tr>
<tr>
<td>Part-Time</td>
<td>231</td>
<td>186</td>
<td>199</td>
<td>181</td>
<td>164</td>
</tr>
<tr>
<td>Total</td>
<td>603</td>
<td>535</td>
<td>541</td>
<td>505</td>
<td>500</td>
</tr>
</tbody>
</table>

**Student Enrollment**

The enrollment is displayed below on a head count basis for undergraduates and graduates.

**Summary-Fall Term Enrollments**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate</td>
<td>7,090</td>
<td>6,507</td>
<td>6,013</td>
<td>5,618</td>
<td>5,696</td>
</tr>
<tr>
<td>Graduate</td>
<td>2,011</td>
<td>1,961</td>
<td>1,853</td>
<td>1,730</td>
<td>1,680</td>
</tr>
<tr>
<td>Total</td>
<td>9,101</td>
<td>8,468</td>
<td>7,866</td>
<td>7,348</td>
<td>7,376</td>
</tr>
<tr>
<td>Change from preceding fall</td>
<td>7.5%</td>
<td>7.7%</td>
<td>7.0%</td>
<td>-0.4%</td>
<td>-3.4%</td>
</tr>
</tbody>
</table>

**Student Enrollment by School**

(Fall Term of Year Indicated)

**Undergraduate**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts, Humanities and Social Sciences</td>
<td>778</td>
<td>722</td>
<td>804</td>
<td>863</td>
<td>974</td>
</tr>
<tr>
<td>Business</td>
<td>1,002</td>
<td>1,032</td>
<td>998</td>
<td>927</td>
<td>980</td>
</tr>
<tr>
<td>Education</td>
<td>303</td>
<td>284</td>
<td>159</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Engineering</td>
<td>2,517</td>
<td>2,247</td>
<td>1,979</td>
<td>1,864</td>
<td>1,805</td>
</tr>
<tr>
<td>Nursing</td>
<td>915</td>
<td>721</td>
<td>727</td>
<td>745</td>
<td>745</td>
</tr>
<tr>
<td>Professional and Continuing Studies</td>
<td>21</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Science</td>
<td>1,326</td>
<td>1,283</td>
<td>1,153</td>
<td>1,052</td>
<td>1,021</td>
</tr>
<tr>
<td>Undecided</td>
<td>72</td>
<td>57</td>
<td>9</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Non-Degree*</td>
<td>156</td>
<td>161</td>
<td>184</td>
<td>167</td>
<td>171</td>
</tr>
<tr>
<td>Total</td>
<td>7,090</td>
<td>6,507</td>
<td>6,013</td>
<td>5,618</td>
<td>5,696</td>
</tr>
</tbody>
</table>

*Includes students enrolled in Early Start and Dual Enrollment Programs.
## Student Enrollment by School
### (Fall Term of Year Indicated)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts, Humanities and Social Sciences</td>
<td>87</td>
<td>87</td>
<td>107</td>
<td>136</td>
<td>86</td>
</tr>
<tr>
<td>Business</td>
<td>397</td>
<td>373</td>
<td>346</td>
<td>284</td>
<td>273</td>
</tr>
<tr>
<td>Education</td>
<td>86</td>
<td>87</td>
<td>56</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Engineering</td>
<td>500</td>
<td>526</td>
<td>520</td>
<td>528</td>
<td>538</td>
</tr>
<tr>
<td>Nursing</td>
<td>497</td>
<td>420</td>
<td>371</td>
<td>313</td>
<td>302</td>
</tr>
<tr>
<td>Science</td>
<td>359</td>
<td>385</td>
<td>380</td>
<td>373</td>
<td>366</td>
</tr>
<tr>
<td>Other</td>
<td>85</td>
<td>83</td>
<td>73</td>
<td>96</td>
<td>115</td>
</tr>
<tr>
<td>Total</td>
<td>2,011</td>
<td>1,961</td>
<td>1,853</td>
<td>1,730</td>
<td>1,680</td>
</tr>
</tbody>
</table>

The mean ACT composite scores for full-time enrolled freshmen at UAH have been as follows for the years indicated:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>For First-Time Degree-Seeking Freshman</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>28</td>
<td>27</td>
<td>27</td>
<td>26</td>
</tr>
</tbody>
</table>

The following table shows acceptance and matriculation rates for the years indicated:

### First Time Degree-Seeking Freshman Yield

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applications</td>
<td>4,518</td>
<td>4,545</td>
<td>3,308</td>
<td>2,104</td>
<td>2,054</td>
</tr>
<tr>
<td>Acceptances</td>
<td>3,659</td>
<td>3,467</td>
<td>2,686</td>
<td>1,726</td>
<td>1,656</td>
</tr>
<tr>
<td>Matriculations</td>
<td>1,342</td>
<td>1,213</td>
<td>1,038</td>
<td>724</td>
<td>651</td>
</tr>
<tr>
<td>Acceptances/Applications</td>
<td>81%</td>
<td>76.3%</td>
<td>81.2%</td>
<td>82.0%</td>
<td>80.6%</td>
</tr>
<tr>
<td>Matriculations/Acceptances</td>
<td>36.7%</td>
<td>35.0%</td>
<td>38.6%</td>
<td>41.9%</td>
<td>39.3%</td>
</tr>
</tbody>
</table>

### Tuition and Fees

The following table provides information concerning tuition and fees (other than course fees) charged by UAH for full time students. These charges constitute part of the General Fees.

### Tuition and Fee History

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate Resident (30 Hrs)</td>
<td>$9,356</td>
<td>$8,996</td>
<td>$9,128</td>
<td>$9,158</td>
<td>$9,192</td>
</tr>
<tr>
<td>Undergraduate Non Resident (30 Hrs)</td>
<td>$20,556</td>
<td>$19,766</td>
<td>$20,622</td>
<td>$21,232</td>
<td>$21,506</td>
</tr>
<tr>
<td>Graduate Resident (24 Hrs)</td>
<td>$10,224</td>
<td>$9,834</td>
<td>$9,548</td>
<td>$9,180</td>
<td>$11,342</td>
</tr>
<tr>
<td>Graduate Non-Resident (24 Hrs)</td>
<td>$22,696</td>
<td>$21,830</td>
<td>$21,402</td>
<td>$21,232</td>
<td>$26,516</td>
</tr>
</tbody>
</table>

### Funded Research

UAH’s activities in research are influenced significantly by the funds received from external agencies and corporations—federal, state and private. The majority of the funds received are from federal sources, most notably the U.S. Department of Defense and National Aeronautics and Space Administration (NASA). Also contributing significantly are private high technology industries located in or near Huntsville. Much of UAH’s funded research activities are focused into several “thrust” areas identified as modeling and simulation; cybersecurity; systems engineering; rotorcraft and aerospace engineering; propulsion; optics; space physics and astrophysics; earth and atmospheric system science; information technology; materials science; biotechnology; nanotechnology; humanities;
and lean supply chain, acquisition, and logistics. Each thrust area has evolved in response to identified needs in the Huntsville and North Alabama community.

The following table shows a breakdown of federal grant and contract expenditures at UAH for the fiscal years indicated:

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Dept. of Defense</td>
<td>$39,727,624</td>
<td>$42,320,727</td>
<td>$40,260,133</td>
<td>$50,183,241</td>
<td>$58,534,186</td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>4,242,082</td>
<td>4,169,421</td>
<td>3,602,857</td>
<td>3,227,998</td>
<td>5,617,878</td>
</tr>
<tr>
<td>NASA</td>
<td>23,018,332</td>
<td>20,842,244</td>
<td>20,148,797</td>
<td>21,140,998</td>
<td>20,598,336</td>
</tr>
<tr>
<td>Dept. of Education</td>
<td>573,339</td>
<td>625,761</td>
<td>582,024</td>
<td>585,406</td>
<td>425,351</td>
</tr>
<tr>
<td>Other Federal</td>
<td>4,905,845</td>
<td>4,650,881</td>
<td>3,667,073</td>
<td>4,764,922</td>
<td>5,477,619</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$72,467,222</td>
<td>$72,609,034</td>
<td>$68,260,884</td>
<td>$79,902,565</td>
<td>$90,653,370</td>
</tr>
</tbody>
</table>

Insurance

Alabama law requires that all state property be insured at a minimum of 75% of its annually-certified actual value, and that all state property may be insured for up to 100% of that value at the option of the director of the Alabama Department of Finance.

UAH is currently insuring its buildings at the 100% level. The buildings that are eligible for Replacement Cost Value Coverage (RCV) are insured at 100% of their value with no depreciation. Loss payable is based on building values reported to the State on a Statement of Values and is capped at 115% of the listed valuation, less applicable deductibles. All other buildings are insured at Stated Amount Coverage, which provides coverage for repairs or replacement up to a specified amount, less applicable deductibles.

UAH participates in an established program of self-insurance with regard to liability insurance, which is overseen by the Board.

Financial Matters

The Board, prior to October 1, adopts the ensuing year’s budget for UAH as well as for the other separate campuses in The University of Alabama System. Annual UAH budgets are based upon detailed budget requests submitted by each department and administrative unit of UAH. These budget requests are in turn based upon budgetary guidelines formulated by the Office of the Chancellor. In the summer of each year, the President of UAH submits a UAH budget to the Chancellor of The University of Alabama System, who in turn presents the budget to the Finance Committee of the Board for its review. The Chairman of the Finance Committee normally recommends adoption of a final UAH Budget by the entire Board at its September meeting. The Board approved the FY 2017-18 budget on September 15, 2017.

The financial statements of UAH have been prepared in accordance with generally accepted accounting principles, including all applicable effective statements of the Governmental Accounting Standards Board (“GASB”), as codified under GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, using the economic measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred.

GASB Statement No. 35 establishes standards for financial reporting for public colleges and universities and requires that resources be classified into the following three net position categories:

- **Net investment in capital assets**: Capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets.

- **Restricted**: 

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- **Nonexpendable**: Net position subject to externally imposed stipulations that they be maintained permanently by UAH. Such assets include the corpus of UAH’s permanent endowment funds.
- **Expendable**: Net position whose use of which by UAH is subject to externally imposed stipulations that can be fulfilled by actions of UAH pursuant to those stipulations or that expire by the passage of time.

- **Unrestricted**: Net position that is not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management or The Board of Trustees of the University of Alabama.

**Endowment and Similar Funds**

True Endowment Funds represent gifts, bequests and other funds received by UAH in which the donor has stipulated that the principal of the gift is to be maintained in perpetuity and invested for the purpose of producing income. The generated income may be unrestricted or restricted by the donor as to use.

Quasi-Endowment Funds represent funds that have been so designated by the Board. The interest and principal of Quasi-Endowments may be spent for UAH purposes upon approval by the Board.
The University of Alabama in Huntsville

Condensed Statement of Revenues, Expenses, and Changes in Net Position

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Tuition and fees</td>
<td>$94,548,475</td>
<td>$85,003,514</td>
<td>$76,258,430</td>
<td>$72,713,243</td>
<td>$69,207,640</td>
</tr>
<tr>
<td>Less: scholarship allowances</td>
<td>(32,151,181)</td>
<td>(27,185,681)</td>
<td>(22,515,168)</td>
<td>(19,244,242)</td>
<td>(18,612,696)</td>
</tr>
<tr>
<td>Tuition and fees, net</td>
<td>62,397,294</td>
<td>57,817,833</td>
<td>53,743,262</td>
<td>53,469,001</td>
<td>50,594,944</td>
</tr>
<tr>
<td>Grants and Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>72,467,222</td>
<td>72,609,034</td>
<td>68,260,884</td>
<td>79,902,565</td>
<td>90,653,370</td>
</tr>
<tr>
<td>State</td>
<td>4,117,407</td>
<td>4,567,601</td>
<td>4,689,746</td>
<td>9,150,735</td>
<td>5,223,746</td>
</tr>
<tr>
<td>Private</td>
<td>2,301,327</td>
<td>3,193,528</td>
<td>2,253,842</td>
<td>1,976,343</td>
<td>2,074,302</td>
</tr>
<tr>
<td>Sales and services of educational departments</td>
<td>4,422,511</td>
<td>4,111,462</td>
<td>4,159,834</td>
<td>3,678,370</td>
<td>3,530,514</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>156,278,435</strong></td>
<td><strong>151,459,139</strong></td>
<td><strong>140,573,855</strong></td>
<td><strong>154,863,746</strong></td>
<td><strong>158,211,942</strong></td>
</tr>
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</thead>
<tbody>
<tr>
<td>Compensation and benefits</td>
<td>160,210,876</td>
<td>153,938,849</td>
<td>150,457,933</td>
<td>151,092,560</td>
<td>143,546,057</td>
</tr>
<tr>
<td>Supplies and Services</td>
<td>44,771,190</td>
<td>41,431,063</td>
<td>40,055,307</td>
<td>43,670,230</td>
<td>50,498,859</td>
</tr>
<tr>
<td>Depreciation</td>
<td>16,043,553</td>
<td>15,398,090</td>
<td>14,440,402</td>
<td>13,058,315</td>
<td>12,416,766</td>
</tr>
<tr>
<td>Scholarships and fellowships</td>
<td>2,544,291</td>
<td>2,139,731</td>
<td>1,128,515</td>
<td>1,101,624</td>
<td>1,090,063</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>223,569,910</strong></td>
<td><strong>212,907,733</strong></td>
<td><strong>206,082,157</strong></td>
<td><strong>208,922,729</strong></td>
<td><strong>207,551,745</strong></td>
</tr>
</tbody>
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<tbody>
<tr>
<td>(67,291,475)</td>
<td>(61,448,594)</td>
<td>(65,508,302)</td>
<td>(54,058,983)</td>
<td>(49,339,803)</td>
<td></td>
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</tr>
</thead>
<tbody>
<tr>
<td>State appropriations</td>
<td>47,833,247</td>
<td>44,959,223</td>
<td>43,997,235</td>
<td>43,102,390</td>
<td>42,710,964</td>
<td></td>
</tr>
<tr>
<td>Private gifts</td>
<td>3,289,744</td>
<td>5,515,288</td>
<td>6,175,489</td>
<td>3,172,745</td>
<td>4,043,840</td>
<td></td>
</tr>
<tr>
<td>Net investment income (loss)</td>
<td>10,240,992</td>
<td>9,334,432</td>
<td>(5,556,417)</td>
<td>6,926,302</td>
<td>6,334,687</td>
<td></td>
</tr>
<tr>
<td>Loss on disposal of capital assets</td>
<td>(116,359)</td>
<td>(14,794)</td>
<td>(171,128)</td>
<td>(1,461,846)</td>
<td>(276,840)</td>
<td></td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>7,942,044</td>
<td>7,671,050</td>
<td>7,670,824</td>
<td>7,395,098</td>
<td>7,615,679</td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>(3,442,330)</td>
<td>(3,582,361)</td>
<td>(3,944,121)</td>
<td>(3,454,765)</td>
<td>(2,435,540)</td>
<td></td>
</tr>
<tr>
<td><strong>Net Nonoperating Revenues</strong></td>
<td><strong>65,747,338</strong></td>
<td><strong>63,902,638</strong></td>
<td><strong>48,171,882</strong></td>
<td><strong>55,679,924</strong></td>
<td><strong>57,992,790</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Capital gifts         | 623,722     |         | 13,582   | 28,000   | 637,197   |
| Additions to permanent endowments | 600,431 |         |         |         |         |
| **66,971,491** | **63,902,638** | **48,185,464** | **55,707,924** | **58,629,987** |         |

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</thead>
<tbody>
<tr>
<td>(319,984)</td>
<td>2,454,044</td>
<td>(17,322,838)</td>
<td>1,648,941</td>
<td>9,290,184</td>
<td></td>
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</tr>
</thead>
<tbody>
<tr>
<td>143,333,729</td>
<td>140,879,685</td>
<td>296,528,523</td>
<td>294,879,582</td>
<td>285,589,398</td>
<td></td>
</tr>
</tbody>
</table>

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</thead>
<tbody>
<tr>
<td>--</td>
<td>(138,326,000)</td>
<td>--</td>
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</tr>
</tbody>
</table>

<table>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$143,013,745</td>
<td>$143,333,729</td>
<td>$140,879,685</td>
<td>$294,879,582</td>
<td>$294,879,582</td>
<td></td>
</tr>
</tbody>
</table>

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State Appropriations

Historically, UAH has received appropriations from the State to defray a portion of the costs of operations and for non-operating cash requirements, including capital expenditures. Funds are appropriated primarily on a lump sum basis to UAH.

The Governor submits an appropriations request for UAH in the annual State budget. The State appropriations request for UAH is formulated by the Governor after receiving an appropriations request from the Board and appropriations recommendations by the Alabama Commission on Higher Education (ACHE). ACHE evaluates and coordinates appropriations requests for the State’s public institutions of higher education. After open hearings are held on the separate budgets, ACHE presents to each institution, as well as the Governor and the Legislature, a single unified budget containing budget recommendations for separate appropriations to each of the institutions. The recommendations of ACHE are derived from its assessment of the actual funding needs of each of the universities as presented to it by each university’s president.

Pursuant to the provisions of Section 213 of the Constitution of the State of Alabama as amended by Amendment 26, the State is required to have a balanced budget. This requirement is implemented by means of the 1932 Budget and Financial Control Act, which mandates a reduction of appropriations pro rata (“Proration”) when necessary during a fiscal year to prevent a deficit. Proration generally occurs as a result of the difficulties inherent in projecting tax receipts several months in advance of the commencement of a fiscal year. Since 1990, proration of the Education Trust Fund (ETF), from which State appropriations to UAH are received, has been implemented at the following percentages: 3.0% in fiscal year 2011, 9.5% in fiscal year 2010, 11.0% in fiscal year 2009, 6.2% in fiscal year 2001, 3% in fiscal year 1992 and 6.5% in fiscal year 1991.

On each occasion when proration was announced by the State, UAH responded by adjusting the recurring budget base to maintain a balanced budget. Other actions included modifying amounts budgeted for contingency purposes, applying unrestricted fund balances carried over from previous years, deferring equipment purchases, reducing administrative expenses such as travel cost and not filling vacant positions.

The State of Alabama established an “Education Trust Fund Rainy Day Account” in an attempt to offset the effects of proration. On December 15, 2008, the Governor declared proration of 12.5 percent in the Education Trust Fund. Withdrawals from the Education Trust Fund Rainy Day Account for fiscal year 2009 were limited to $437,390,828. The Governor withdrew approximately one-half of the amount available for withdrawal ($221,136,679) immediately after declaration of proration, effectively reducing proration to 9.0 percent. By the end of the 2009 Fiscal Year, the remainder of the amount available for withdrawal was withdrawn.

The Education Trust Fund Rainy Day Account has been depleted, and until funds previously withdrawn from the account are repaid, there will be no additional funds available for withdrawal.

In 2011, the Education Trust Fund Rolling Reserve Act passed, providing a cap on the amount that may be appropriated annually from the Education Trust Fund. The law takes into account the average amount of tax revenue generated for education budgets during a 15-year period. The appropriation for the next education budget is restricted to that average, with any additional education revenue being placed in a reserve account and saved for future use. Beginning with appropriations made for the fiscal year ending September 30, 2013, appropriations from the Education Trust Fund shall not exceed the Fiscal Year Appropriation Cap. The intent is to reduce the likelihood and/or amount of future proration. See “Risk Factors—State Proration”.

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State Appropriations for the five most recent fiscal years are as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>State Appropriations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$47,833,247</td>
</tr>
<tr>
<td>2017</td>
<td>$47,833,247</td>
</tr>
<tr>
<td>2016</td>
<td>$44,959,223</td>
</tr>
<tr>
<td>2015</td>
<td>$43,997,235</td>
</tr>
<tr>
<td>2014</td>
<td>$43,102,390</td>
</tr>
</tbody>
</table>

Budget

For fiscal years 2016-17 and 2017-18, UAH budgeted an operating surplus of approximately $500,000 and $500,000, respectively.

Request for Capital Appropriations

The facilities plans for UAH are incorporated into a five-year capital request submitted annually to ACHE. This request constitutes the facility plans of UAH for the foreseeable future. A summary of this budget request for fiscal years 2018-19 thru 2022-23 is as follows:

2018/19-2022/23 Capital Appropriation Request

<table>
<thead>
<tr>
<th>Project</th>
<th>Funding Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roberts Hall Renovation</td>
<td>$4,300,000</td>
</tr>
<tr>
<td>Morton Hall Renovation and Addition</td>
<td>24,000,000</td>
</tr>
<tr>
<td>Engineering/Technology Research Building, Phase I</td>
<td>50,000,000</td>
</tr>
<tr>
<td>Engineering/Technology Research Building, Phase II</td>
<td>50,000,000</td>
</tr>
<tr>
<td>Property Acquisitions</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Conference Training Center Repurpose</td>
<td>8,000,000</td>
</tr>
<tr>
<td>IT Infrastructure Improvements</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Multi-purpose Facility</td>
<td>30,000,000</td>
</tr>
<tr>
<td>Greenway Expansion</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Tennis Center</td>
<td>6,000,000</td>
</tr>
<tr>
<td>On-campus Apartments</td>
<td>10,000,000</td>
</tr>
<tr>
<td>Various Deferred Maintenance Projects</td>
<td>24,370,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$222,170,000</strong></td>
</tr>
</tbody>
</table>

At this time, the Issuer anticipates incurring debt to finance two of the projects: Roberts Hall Renovation and Morton Hall Renovation and Addition. It is anticipated that other projects will be funded only through federal or state grants, special appropriations or internally designated fund balances.

Foundation

In accordance with GASB Statement No. 14, *The Financial Reporting Entity*, and Statement No. 39, *Determining Whether Certain Organizations are Component Units*, UAH discretely presents its component unit, the University of Alabama Huntsville Foundation ("UAHF"). For further discussion of UAHF see Note 1 to the financial statements included in Appendix B. UAHF has no obligation with respect to the Series 2018-A Bonds.
APPENDIX B

FINANCIAL STATEMENTS OF UAH FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2017 AND 2016
APPENDIX C

SUMMARY OF THE INDENTURE
SUMMARY OF THE INDENTURE

The following constitutes a summary of certain portions of the Indenture pursuant to which the Series 2018-A Bonds and any additional bonds will be issued. This summary should be qualified by reference to the other provisions of the Indenture referred to elsewhere in this Official Statement, and all references and summaries pertaining to the Indenture and this Official Statement are qualified by reference to the exact terms of the Indenture, a copy of which may be obtained from the Trustee. All references herein to the “Bonds” include the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A Bonds and any additional bonds (“Additional Bonds”) that may be issued under the terms of the Indenture.

Purpose of the Indenture

The Indenture and the agreements set forth therein have been entered into to afford security for the Bonds and to set forth the agreements of the parties.

Issuance of Bonds

The Indenture authorizes the issuance of Bonds in series. All the Bonds shall be equally and ratably secured by the Indenture.

Security Provided

In the Indenture, the Board pledges and assigns to the Trustee the General Fees and the funds and accounts established under the Indenture as security for the payment of the Bonds. See “Subordinate Pledge of General Fees” below and “SECURITY AND SOURCE OF PAYMENT”.

The Indenture does not create a lien on or other charge against any other assets, funds or properties of the Board. The Series 2018-A Bonds do not constitute or give rise to a charge against the general credit of the Board or funds appropriated to the Board by the State of Alabama.

Additional Bonds

The Indenture permits the Board to issue Additional Bonds which are secured on a parity with the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, and the Series 2018-A Bonds, without limitation as to amount, for any one or more of the following purposes:

1. refunding or redeeming all or any portion of any one or more series of Bonds then outstanding.

2. the acquisition or construction of additions, improvements or modifications to the facilities used in connection with the operation of UAH; and

3. refunding or redeeming any obligations of the Board incurred for the purpose specified in paragraph (1) or (2) above.

The Additional Bonds of any series may be authenticated and delivered only upon receipt by the Trustee of, among other things, a certificate by the chief financial officer at UAH stating that the General Fees received by the Board during the preceding fiscal year were not less than 200% of the maximum aggregate amount payable during the then current or any subsequent fiscal year with respect to the Annual Debt Service with respect to all Bonds outstanding under the Indenture and the Additional Bonds to be issued.
The Indenture provides that “Annual Debt Service”, when used with respect to any fiscal year, shall mean the aggregate amount of principal and interest payable on all outstanding Bonds during such fiscal year; provided, that for purposes of determining Annual Debt Service:

(1) the principal amount of Bonds required to be redeemed in any fiscal year shall be deemed to be payable in such fiscal year rather than the fiscal year in which such principal matures;

(2) with respect to Bonds bearing interest at a variable rate, the amount of interest payable during any period for which the actual rate cannot be determined shall (except as otherwise provided in paragraph 3 below with respect to Tender Bonds) be projected using the maximum interest rate in effect with respect to such Bonds during the preceding 12 months or, if Annual Debt Service is being calculated in connection with the issuance of Additional Bonds, the Index Rate; and

(3) with respect to any series of Bonds (or portion of a series) constituting Tender Bonds, the debt service payable on such Bonds after the next Tender Date shall be projected assuming (i) that the principal of such Bonds matures over a term equal to the lesser of 25 years or the period beginning on the next Tender Date and ending on the final stated maturity date of such Bonds (counting a fraction of a year as a whole year), (ii) that the principal of such Bonds bears interest at the Index Rate, and (iii) that debt service on such Bonds is payable in equal annual installments sufficient to pay both principal and interest.

The Indenture defines “Tender Bonds”, “Tender Date” and “Index Rate” as follows:

“Tender Bond” shall mean any Bond that the Board is obligated to purchase (or to provide for the purchase of) prior to the stated maturity of such Bond. If the purchase of any Bond is contingent upon the occurrence of any event or circumstance, other than the receipt of notice from the holder of such Bond or the lapse of time, and such event or circumstance has not occurred as or the date of such determination, then such Bond shall not be deemed a Tender Bond.

“Tender Date” shall mean a date on which a Tender Bond may, at the option of the holder thereof, or must be purchased from the holder by or on behalf of the Board.

“Index Rate”, when used with respect to the determination of Annual Debt Service with respect to Tender Bonds, shall mean the “Bond Buyer Revenue Bond Index” rate for 30 year tax-exempt revenue bonds, as published by The Bond Buyer on any date selected by the Board that is within 14 days prior to the date of such determination; provided, however, that if The Bond Buyer (or a successor publication) ceases to publish such rate, then the Index Rate shall be established by an independent securities dealer selected by the Board and acceptable to the Trustee, shall be established on any date selected by the Board that is within 14 days prior to the date of such determination, and shall be the rate which would cause 30-year Bonds of the Board to trade at par, taking into account credit and market conditions as they exist on the date the Index Rate is so established.

The Indenture permits the Board to deliver a letter of credit, bond insurance or other types of credit enhancement solely for the benefit of any series of Additional Bonds.

**Bond Fund**

The Indenture creates a special trust fund (the “Bond Fund”) to be held by the Trustee for the purpose of providing for the payment of the principal of and interest on the Bonds as they mature and the redemption price of Bonds called for redemption. The Indenture requires that not later than the last Business Day prior to each debt service payment date with respect to the Bonds, the Board must deposit in the Bond Fund an amount sufficient to pay debt service due on the Bonds on such debt service payment date.

The Indenture permits money in the Bond Fund to be invested in the following:

(1) direct obligations of, or obligations the payment of which is guaranteed by, the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) (“Federal Securities”),
(2) an interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities,

(3) obligations of any agency or instrumentality of the United States of America,

(4) a certificate of deposit or time deposit issued by the Trustee or by any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than $50,000,000,

(5) a certificate of deposit or time deposit issued by any bank organized under the laws of the United States of America or any state thereof, provided that such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation, and

(6) a repurchase agreement with respect to Federal Securities or obligations of any agency or instrumentality of the United States of America, provided that the investments subject to such repurchase agreement are held by or under the control of the Trustee free and clear of third-party liens.

So long as the Board is not in default in its payments into the Bond Fund, it may use the General Fees for any lawful purpose.

Maintenance of Rates of General Fees

In the Indenture, the Board covenants and agrees that it will maintain the rates of the General Fees, and shall make such lawful increases in such rates, as shall be necessary to produce General Fee revenues during each fiscal year in an amount which, together with other available sources of revenue and available fund balances, shall be sufficient to provide for the payment of

(1) the expenses of operating UAH during such fiscal year and

(2) all amounts due and payable in such fiscal year with respect to the principal and interest requirements with respect to the Bonds,

provided, however, that failure of the Board to levy the General Fees in any fiscal year at rates sufficient to produce revenues in such an amount shall not constitute an event of default so long as no default exists with respect to payment of debt service on the Bonds and the Board takes prompt action, to the extent permitted by law, to increase the General Fees for the following fiscal year to a level reasonably calculated to produce annual revenues in the amount required by the Indenture.

Books and Records

The Board will maintain complete books and records pertaining to the operation of UAH. The Board will cause an audit of its books and records for UAH to be completed within 120 days after the close of each fiscal year. Within 10 days following the receipt of each such audit, the Board will furnish a copy thereof to the Trustee and the holder of any Bond who may request the same in writing.

Tax Exemption

In the Indenture the Board covenants that it will not take any action, or fail to take any action, if such action or failure to act would cause interest on the Bonds to be or become includible in gross income to the holders. The Board also covenants and agrees to make timely rebate payments to the United States Treasury Department as required by Section 148(f) of the Internal Revenue Code.
Events of Default and Remedies

The following are events of default under the Indenture:

(1) failure to pay the principal, interest or redemption premium on any Bond as and when the same shall become due and payable;

(2) default in the performance, or breach, of any covenant or warranty of the Board in the Indenture and continuance of such default or breach for a period of 30 days after notice of such default from the Trustee or the holders of at least 10% in principal amount of Bonds outstanding; or

(3) bankruptcy, insolvency or other similar events with respect to the Board.

The Indenture provides that the Trustee is empowered, upon the occurrence of an event of default, to accelerate the maturity of all of the Bonds then outstanding; to institute legal and equitable proceedings to enforce and protect the rights of the Bondholders; and to have a receiver appointed for the Board.

The Indenture provides that the Trustee is not required, upon the occurrence of an event of default, to exercise any of its rights or powers under the Indenture at the request of any Bondholders unless such Bondholders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request.

No holder of any Bond shall have any right to institute any proceeding for any remedy under the Indenture unless (i) such holder shall previously have given to the Trustee written notice of a continuing event of default, (ii) the holders of not less than 25% in principal amount of the Bonds then outstanding shall have made written request to the Trustee to institute such proceedings and shall have offered to it reasonable indemnity against costs, expenses and liabilities to be incurred in compliance with such request, (iii) the Trustee shall have failed for a period of 60 days to comply with such request, and (iv) no direction inconsistent with such request shall have been given by the holders of a majority in principal amount of the Bonds outstanding under the Indenture.

Whenever the Trustee has a choice of remedies or discretion as to details in the exercise of its powers with respect thereto, it must follow any specific directions given by the holders of a majority in principal amount of the Bonds at the time outstanding under the Indenture, unless the observance of such directions would, in the opinion of the Trustee, unjustly prejudice the Bondholders who have not joined in such directions.

Concerning the Trustee

The Indenture provides that the Trustee shall not be liable thereunder except for its willful misconduct or its negligence. The Trustee may consult with counsel, who may or may not be counsel to the Trustee, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith. The Trustee is not required to expend its own funds or otherwise incur any financial liability in the performance of its duties under the Indenture without reasonable assurance of repayment or indemnity.

The Trustee may, but is not required to, make advances to effect performance by the Board of its covenants and agreements. All sums so expended by the Trustee, together with interest at the rate prescribed in the Indenture, shall be secured by the Indenture and shall be entitled to priority of payment over any of the Bonds.

The Trustee may resign and be discharged from the trusts of the Indenture upon written notice to the Board. The Trustee may be removed by written instrument signed by the holders of a majority in principal amount of the Bonds then outstanding under the Indenture. If the Trustee resigns, is removed or becomes otherwise incapable of serving, a successor may be appointed by written instrument signed by the holders of a majority in principal amount of the Bonds then outstanding under the Indenture.
Amendment of the Indenture

The Indenture permits the Board and the Trustee, without the consent of any Bondholder, to enter into supplemental indentures to add further covenants and agreements on the part of the Board, to cure ambiguities, technical defects or inconsistent provisions, or to subject additional security or property to the lien of the Indenture. The Indenture also permits the Board and the Trustee, with the consent of the holders of not less than a majority in principal amount of the Bonds then outstanding, to amend or modify the Indenture, except that, without the consent of the holder of each Bond affected, the Board and the Trustee may not (i) change the due date of principal and interest on any Bond or reduce the principal, premium or interest payable thereon, (ii) reduce the percentage of Bondholders whose consent is required for any waiver or the execution of any supplemental indenture or (iii) permit the creation of any lien on the trust estate prior to, or on a parity with, the Indenture.

Defeasance; Satisfaction of Indenture

Whenever the entire indebtedness secured by the Indenture shall have been fully paid, the Trustee shall cancel and discharge the lien of the Indenture. For purposes of the Indenture, any Bond shall be deemed to have been paid when the Trustee shall have received the entire amount (principal, interest and premium, if any) payable on such Bond until and at maturity or redemption thereof, or a trust for such payment, consisting of any combination of cash and/or Federal Securities, has been established with the Trustee. The anticipated income from such Federal Securities may be included in the calculation of the required deposit to such trust.
APPENDIX D

PROPOSED OPINION OF BOND COUNSEL
The Board of Trustees of The University of Alabama

Ladies and Gentlemen:

We have examined the Constitution and laws of the State of Alabama and certified copies of proceedings of The Board of Trustees of The University of Alabama (herein called the "Board") and other documents submitted to us pertaining to the authorization, issuance and validity of:

$ University of Alabama in Huntsville General Fee Revenue Bonds Series 2018-A1

$ University of Alabama in Huntsville General Fee Revenue Bonds Series 2018-A2

(hereto called the "Series 2018-A Bonds"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of said constitution, laws, proceedings, and documents, which show as follows:

(1) that the Board operates educational facilities in Huntsville, Alabama, through its division, The University of Alabama in Huntsville ("UAH").

(2) the Series 2018-A Bonds are issued pursuant to a Trust Indenture dated November 1, 1989, as heretofore supplemented and amended and as further supplemented and amended by a Thirteenth Supplemental Indenture dated the date of the Series 2018-A Bonds (together, the "Indenture"), between the Board and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the "Trustee"), wherein there has been pledged for payment of all bonds issued thereunder so much as may be necessary therefor of all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (the "General Fees").

(3) that the Board is authorized under the Indenture to issue, without express limit as to principal amount but only upon compliance with certain conditions precedent specified in the Indenture, additional Bonds (as such term is defined in the Indenture) secured by a pledge of the General Fees on a parity with the Series 2018-A Bonds and all other bonds issued under the Indenture and at any time outstanding.

We are of the following opinion: that the Board has the corporate power to issue the Series 2018-A Bonds and to execute and deliver the Indenture; that the Series 2018-A Bonds have been duly authorized, executed and issued in the manner provided by the applicable provisions of the Constitution and laws of the State of Alabama, are in due and legal form and evidence valid and binding limited and special obligations of the Board payable, as to principal and interest, solely out of the General Fees; that the payment of the principal of and the interest on the Series 2018-A Bonds is secured on a parity with all Bonds previously issued under the Indenture and with any other Bonds hereafter issued under the Indenture by a pledge of the General Fees pro rata and without preference or priority of the Bonds of one series over those of another; that the said pledge is valid, subject to all lawful prior charges on the General Fees; and that the Indenture has been duly authorized, executed and delivered on behalf of the Board. We are of the opinion that the interest on the Series 2018-A Bonds is, under existing statutes and regulations as presently construed, exempt from Alabama income taxation.

We are further of the opinion that under the Internal Revenue Code of 1986, as amended (herein called the "Code"), as presently construed and administered, and assuming compliance by the University with its covenants pertaining to certain requirements of federal tax law that are set forth in the Indenture and the proceedings authorizing the issuance of the Series 2018-A Bonds, the interest on the Series 2018-A Bonds will be includable from gross
income of the recipient thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code and will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. We call to your attention, however, that a portion of the interest income on the Series 2018-A Bonds will be included in the alternative minimum taxable income of corporations for the purpose of computing liability for the alternative minimum tax imposed by Section 55 of the Code.

We express no opinion regarding tax consequences arising with respect to the Series 2018-A Bonds other than as expressly set forth herein.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement of the Board relating to the Series 2018-A Bonds. We express no opinion with respect to the federal tax consequences to the recipient of the interest on the Series 2018-A Bonds under any provision of the Code not referred to above.

The rights of the holders of the Series 2018-A Bonds and the enforceability of the Series 2018-A Bonds and the Indenture are subject to all applicable bankruptcy, insolvency, reorganization, sovereign immunity, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted and the exercise of judicial discretion in appropriate cases.

Neither the principal of nor the interest on the Series 2018-A Bonds nor the aforesaid pledge or any other agreements contained in the Indenture constitute an obligation of any nature whatsoever of the State of Alabama, and neither the Series 2018-A Bonds nor any obligation arising from said pledge or other agreements are payable out of any moneys appropriated to the Board by the State of Alabama. The Indenture does not constitute a mortgage on any of the property of the Board and no foreclosure or sale proceedings with respect to any property of the Board shall ever be had under its authority.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours
APPENDIX E

2018A-1 NOTICE OF SALE
2018-A1 NOTICE OF SALE

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-A1

The Board of Trustees of The University of Alabama (the "Board") invites bids for the purchase from it of the above-referenced bonds (the "Series 2018-A1 Bonds"), which bids will be publicly read at The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Suite 301, Huntsville, Alabama 35899, at 10:00 A.M. (Huntsville time) on [February __, 2018].

This Notice of Sale is being delivered simultaneously with, and is a part of, the Board's Preliminary Official Statement dated [____________, 2018] (the "Preliminary Official Statement") with respect to the Series 2018-A1 Bonds. The Preliminary Official Statement is hereby incorporated by reference and made a part of this Notice. The Series 2018-A1 Bonds are being issued by the Board for the benefit of its operating division The University of Alabama in Huntsville ("UAH") for the purposes described in the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein have been deemed final by the Board as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, with permitted omissions, but are subject to change without notice and to completion or amendment in the final Official Statement.

Source of Payment and Security

The source of payment and security for the Series 2018-A1 Bonds is described in the Preliminary Official Statement. The Series 2018-A1 Bonds are limited obligations of the Board payable solely out of the "General Fess" described in the Preliminary Official Statement. The Series 2018-A1 Bonds are being delivered pursuant to, and are secured by, a Trust Indenture dated November 1, 1989, as supplemented and amended, and as further supplemented by a Thirteenth Supplemental Indenture (the "Thirteenth Supplemental Indenture") dated the date of the Series 2018-A1 Bonds (collectively, the "Indenture") between the Board and U.S. Bank National Association, as trustee (the "Trustee"). The Series 2018-A1 Bonds are not obligations or debts of the State of Alabama, nor are the faith and credit of the State pledged therefor, and neither the principal of nor the interest on the Series 2018-A1 Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Form of Delivery of Series 2018-A1 Bonds

The Series 2018-A1 Bonds will be issued and delivered in electronic form through the DTC book entry system, as described in the Preliminary Official Statement, in denominations of $5,000 and multiples thereof.

Payment Terms

The Series 2018-A1 Bonds shall have the following payment terms.

**Aggregate Principal Amount.** The aggregate principal amount of the Series 2018-A1 Bonds will be $____________, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments".

**Interest Payment Dates.** Interest on the Series 2018-A1 Bonds will be payable semiannually on the dates identified in the Preliminary Official Statement. The interest rate or rates for the Series 2018-A1 Bonds are to be specified by the bidder, subject to the terms of this Notice. Interest will be calculated on the basis of a 360-day year with 12 months of 30 days each.

*Preliminary; subject to change.
**Principal Amortization.** Principal on the Series 2018-A1 Bonds will be payable on the dates and in the amounts set forth in the following table, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments":

<table>
<thead>
<tr>
<th>Maturity Date (September 1)</th>
<th>Principal Amount Payable*</th>
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<tbody>
<tr>
<td>2018</td>
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* Preliminary; subject to change

**Serial or Term Series 2018-A1 Bonds.** Bidders may provide that all the Series 2018-A1 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts maturing be combined into one or more term bonds. If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to scheduled mandatory redemption commencing on September 1 of the first year that has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the table above, as adjusted in accordance with the provisions described below under the heading "Adjustment of Principal Amount and Annual Payments." Term bonds to be redeemed in any year by scheduled mandatory redemption shall be redeemed at par and shall be selected by lot from among the term bonds of the same maturity. The Board may receive a credit against scheduled mandatory redemption requirements as described in the Preliminary Official Statement under the heading "THE SERIES 2018-A BONDS - Redemption of Series 2018-A1 Bonds - Mandatory Redemption of Series 2018-A1 Term Bonds".

**Adjustment of Principal Amount and Annual Payments.** The aggregate principal amount and annual amortization requirements for the Series 2018-A1 Bonds may be changed prior to the time bids are to be received. Such changes, if any, will be communicated by Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News not later than 1:00 P.M. (Huntsville time) on the last business day prior to the bid opening.

In addition, the aggregate principal amount and the annual amortization requirements are subject to adjustment by the Board after the receipt and opening of the bids, provided that any such adjustment will not cause (i) the aggregate principal amount of the Series 2018-A1 Bonds (as adjusted prior to the sale by notice as provided above) to increase or decrease by more than 20%, or (ii) the amount of any annual amortization requirement to increase or decrease by more than 25% of the amount specified in the table above (as adjusted prior to the sale by notice as provided above). The interest rates bid by the successful bidder shall not be subject to adjustment. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the aggregate principal amount. The final aggregate principal amount and annual amortization requirements will be communicated to the successful bidder by 3:00 P.M. (Huntsville time) on the day of the sale. The successful bidder may not withdraw its bid as a result of any adjustments made within the limits specified.


**Bids to Specify Interest Rates and Aggregate Purchase Price**
Bidders must offer to purchase all Series 2018-A1 Bonds. A bid for less than all Series 2018-A1 Bonds will be disqualified. Bidders must specify a fixed rate of interest for each maturity of Series 2018-A1 Bonds; provided, however, that a rate of 0.0% may not be specified for any maturity. All Series 2018-A1 Bonds of the same maturity (including principal amounts of a Series 2018-A1 Term Bond subject to mandatory redemption) must bear the same rate of interest.

Bidders may bid to purchase the Series 2018-A1 Bonds at a discount or at a premium; provided:

(i) no bid will be considered to purchase the Series 2018-A1 Bonds if, for any maturity of the Series 2018-A1 Bonds, the bid is at a price less than 98.5% of the par amount of such maturity; and

(ii) no bid will be considered to purchase the Series 2018-A1 Bonds if the aggregate bid is at a price less than 99.0% of the total principal amount.

Special Terms or Covenants Not Permitted

No bidder will be allowed to specify pricing or other contractual terms other than interest rates and purchase price. For example, a bid that specifies a provision requiring indemnification for increased costs or a change in the interest rate based on tax law changes or rating changes will be disqualified. Similarly, a bid that specifies a financial covenant not already included in the Indenture will be disqualified.

Form of Bid

Any bid for the purchase of the Series 2018-A1 Bonds must be submitted by one of the following methods:

(a) On the Official Bid Form (attached as Exhibit A hereto) physically delivered to the Board, in a separately labeled, sealed envelope for this series, at the following place no later than the following date and time:

Place:  The University of Alabama in Huntsville
        1201 John Wright Drive
        Student Services Building, Room 301
        Huntsville, Alabama 35899
        Phone: (256) 824-6350
        Contact: Todd Barré, Vice President for
                Finance and Administration

Date:  February [____], 2018

Time:  10:00 a.m. (Huntsville time)

(b) In electronic form via PARITY, in the manner described below, no later than 10:00 a.m. (Huntsville time) on February [____], 2018. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC, the Financial Advisor, at (256) 536-3035, or PARITY at (212) 806-8304.

Every bid must be unconditional and irrevocable. **No good faith deposit is required.**

Bidders are requested to supply an estimate of the true interest cost for the Series 2018-A1 Bonds resulting from their bids, computed as prescribed below under the caption "Award, Delivery and Payment," which estimate shall not be binding on the Board. Each bid must be in accordance with the terms and conditions set forth in this Notice.

Inquiries regarding the form of bid or bid process should be directed to the Board’s Financial Advisor, Mr. Phil Dotts or Mr. Josh McCoy, PFM Financial Advisors LLC, at (256) 536-3035.

Right to Reject Bids; Waive Irregularities
The Board reserves the right to reject any and all bids for the Series 2018-A1 Bonds and to waive any irregularity or informality in any bid.

**Award, Delivery and Payment**

**Date and Time of Award.** If satisfactory bids are received, the Series 2018-A1 Bonds will be awarded not later than 2:00 P.M. (Huntsville time) on the date on which bids are opened and any adjustment of annual principal amounts will be announced not later than 3:00 P.M. (Huntsville time) on the same business day.

**Basis for Award.** The Series 2018-A1 Bonds will be awarded to the bidder whose bid states the lowest true interest cost to the Board therefor; provided that, if two or more bids are submitted that name the same lowest true interest cost for the Series 2018-A1 Bonds the Board will select the successful bidder by lot. The true interest cost will be that annual interest rate which when compounded semi-annually and used to discount all payments of the principal and interest payable on the Series 2018-A1 Bonds under such proposal to the date of the Series 2018-A1 Bonds results in an amount equal to the aggregate purchase price.

**Successful Bidder's Obligations With Respect to Initial Offering Price.** The successful bidder shall assist the Board in establishing the issue price of the Series 2018-A1 Bonds and shall execute and deliver to the Board at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2018-A1 Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the sole judgment of bond counsel.

The Board intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2018-A1 Bonds) will apply to the initial sale of the Series 2018-A1 Bonds (the "competitive sale requirements") because:

1. the Board shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the Board may receive bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the Board anticipates awarding the sale of the Series 2018-A1 Bonds to the bidder who submits a firm offer to purchase the Series 2018-A1 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2018-A1 Bonds, as specified in the bid. Unless the bidder intends to hold the Series 2018-A1 Bonds for its own account with no intention to offer the Series 2018-A1 Bonds to the public, the bidder, by submitting a bid, represents to the Board that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

In the event the competitive sale requirements are not satisfied, the Board shall so advise the winning bidder. The winning bidder shall advise the Board if any maturity of the Series 2018-A1 Bonds satisfies the 10% test as of the date and time of the award of the Series 2018-A1 Bonds. As used herein, "10% test" means the first price at which 10% of a maturity of the Series 2018-A1 Bonds is sold to the public.

For those maturities of the Series 2018-A1 Bonds that do not satisfy the 10% test (the "hold-the-offering-price maturities"), the winning bidder will be required to follow and certify to the Board the "hold-the-offering-price" rule. So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2018-A1 Bonds, the winning bidder will neither offer nor sell unsold Series 2018-A1 Bonds of that maturity to any person at a price that
is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the winning bidder has sold at least 10% of that maturity of the Series 2018-A1 Bonds to the public at a price that is no higher than the initial offering price to the public.

For those maturities of the Series 2018-A1 Bonds that do not satisfy the 10% test, the winning bidder shall promptly advise the Board or the Board's municipal advisor when the winning bidder has sold 10% of that maturity of the Series 2018-A1 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2018-A1 Bonds will be subject to the 10% test or the hold-the-offering-price rule in order to establish the issue price of the Series 2018-A1 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2018-A1 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-A1 Bonds, and (ii) any agreement among underwriters relating to the initial sale of the Series 2018-A1 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2018-A1 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-A1 Bonds.

Sales of any Series 2018-A1 Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2018-A1 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2018-A1 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2018-A1 Bonds to the public),

(iii) a purchaser of any of the Series 2018-A1 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Series 2018-A1 Bonds are awarded by the Board to the winning bidder.
In addition, if the successful bidder will obtain municipal bond insurance policy or other credit enhancement for the Series 2018-A1 Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Series 2018-A1 Bonds, to certify whether the premium therefor representing the transfer of credit risk will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

CUSIP Numbers. The successful bidder shall cooperate in good faith with the Board and its financial adviser in the assignment of CUSIP numbers for the Series 2018-A1 Bonds. The Board shall pay the cost of obtaining CUSIP numbers.

Date of Delivery and Form of Payment. Delivery of the Series 2018-A1 Bonds is expected to occur on February [____], 2018. On the date of delivery the successful bidder shall pay for the Series 2018-A1 Bonds on the date of delivery in immediately available federal funds. Any expense of providing federal funds shall be borne by the purchaser.

Documentation Required for Delivery and Payment. The sale and delivery of the Series 2018-A1 Bonds is subject to receipt by the Board and successful bidder of the following documents:

(i) Opinion of Bond Counsel. The approving opinion of Bradley Arant Boult Cummings LLP, Birmingham, Alabama, bond counsel to the Board, substantially in the form provided in the Preliminary Official Statement.

(ii) Final Official Statement. The Board will provide the successful bidder for the Series 2018-A1 Bonds such reasonable number of printed copies of the Official Statement as such bidder may request. Delivery shall be within the time period required by Rule 15c2-12. Up to 100 printed copies of the final Official Statement will be furnished without cost to the successful bidder and further copies, if desired, will be made available at the successful bidder’s expense.

(iii) Continuing Disclosure Agreement. A continuing disclosure agreement in the form described in the Preliminary Official Statement.

(iv) Successful Bidder’s Certification With Respect to Initial Offering Price. The successful bidder must, prior to the delivery of the Series 2018-A1 Bonds, deliver a certificate with respect to the initial offering price as hereinabove set forth and described.

(v) Standard Closing Papers. Standard closing and delivery papers, including (A) the customary no-litigation certificate; (B) a certificate of authorized officers of the Board to the effect that, to the best of their knowledge, information and belief the Preliminary Official Statement used in connection with the Series 2018-A1 Bonds did not on the date of sale, and the final Official Statement does not on the date of delivery, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein contained, in light of the circumstances under which they were made, not misleading; and (C) a certificate of the Board stating that, on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Series 2018-A1 Bonds will be used in a manner that would cause interest on the Series 2018-A1 Bonds to be includible in gross income for purposes of federal income taxation.

Delivery in Loan Form
**Request by Bidder.** A bidder may request delivery of the Series 2018-A1 Bonds in loan form. The request must be made when the bid is submitted. Bidders requesting delivery in loan form must deliver their bid on the Official Bid Form and may not use the PARITY system.

**Modification of Bidding Requirements.** A bidder requesting delivery in loan form is subject to the terms and conditions specified in this Notice of Sale, with the following modifications:

(i) The bid must specify a single fixed interest rate for the loan that will apply to the entire principal amount of the Series 2018-A1 Bonds. Interest will be paid semiannually, as described above and in the Preliminary Official Statement, and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

(ii) The principal amount of the Series 2018-A1 Bonds will be paid in annual installments (due September 1) corresponding to the amortization requirements set forth above. The aggregate principal amount and annual installment payments are subject to adjustment as described above under "Adjustment of Principal Amount and Annual Payments”.

**Modification of Delivery Requirements and Documentation.** If delivery is in loan form, the delivery requirements and documentation will be modified as follows:

(i) The Series 2018-A1 Bonds will be delivered as a single, typewritten bond payable to the successful bidder.

(ii) The Series 2018-A1 Bonds will not be subject to the DTC book entry system and will not have a CUSIP number.

(iii) The Board, the successful bidder and the Trustee will enter into a direct payment agreement that will provide for payment of debt service by the Board directly to the successful bidder. The bond documents will require that any transferee of the Series 2018-A1 Bonds (issued as a single bond as aforesaid) enter into a similar agreement. A copy of the form of direct payment agreement is available for review, and interested purchasers are encouraged to obtain a copy from PFM Financial Advisors LLC, financial advisor for the Series 2018-A Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035. The winning bidder will not be permitted to add terms or covenants or make other changes to the said direct payment agreement.

(iv) The direct payment agreement will include a representation by the successful bidder that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and acquiring the Series 2018-A1 Bonds as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-A Bonds or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intend to reoffer the Series 2018-A1 Bonds to the public.

(v) No final Official Statement will be delivered with respect to the Series 2018-A1 Bonds.

(vi) The Series 2018-A1 Bonds will not be rated.

(vii) Although the loan will be exempt from Rule 15c2-12, the Board will deliver a continuing disclosure agreement to the successful bidder substantially in the form described in the Preliminary Official Statement.

At the request of the successful bidder, the Board will omit one or more of these features for delivery in loan form if the request is made in a timely manner and does not (a) increase the Board’s cost of delivery of the Series 2018-A1
EXHIBIT A
2018-A1 OFFICIAL BID FORM

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

S
The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-A1
Dated: Date of Delivery

The Board of Trustees of The University of Alabama
on behalf of The University of Alabama in Huntsville

Ladies and Gentlemen:

We hereby offer to purchase all of the $ aggregate principal amount of your University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1 (the "Series 2018-A1 Bonds"), more particularly described in your 2018-A1 Notice of Sale dated [_____], 2018, which is incorporated herein and made a part hereof, at a purchase price of $ (which may not be less than 99.0%). We have completed such review of the Indenture (including without limitation the form of Thirteenth Supplemental Indenture) and the form of direct purchase agreement as we have deemed necessary to make this offer. We hereby certify that we propose no additional terms, conditions, changes or modifications to said documents as a condition to this offer. This offer is for the Series 2018-A1 Bonds bearing interest at the following annual rates (each maturity must have a single fixed rate of interest; a rate of 0.0% may not be specified for any maturity):

Interest Rates Before Designation of Term Series 2018-A1 Bonds*

<table>
<thead>
<tr>
<th>Year of Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate*</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

* Financial institutions proposing for delivery of the Series 2018-A1 Bonds in Loan Form may only propose one rate of interest to apply to all installments of principal of the Series 2018-A1 Bonds.

Designation of Term Series 2018-A1 Bonds*

One or more serial maturities shall be combined into one or more term bonds ("Term Series 2018-A1 Bonds") as follows:

<table>
<thead>
<tr>
<th>Term Series 2018-A1 Bond Maturity (September 1)</th>
<th>Year of First Mandatory Redemption</th>
<th>Principal Amount of Term Series 2018-A1 Bond</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
* A chart must be filled-out for each Term Series 2018-A1 Bond proposed. This chart is not applicable to and should not be filled-out by financial institutions acquiring the Series 2018-A1 Bonds in Loan Form.

Request for Loan Form

☐ (Check box if delivery in loan form requested)

We request that the Series 2018-A1 Bonds be delivered in loan form, as described in the 2018-A1 Notice of Sale. Note: If this box is not checked, the Series 2018-A1 Bonds will be delivered in electronic form through the DTC book-entry system, and the provisions described in the 2018-A1 Notice of Sale under the heading "Delivery in Loan Form" will not apply.

General

This bid is made subject to all the provisions of the aforesaid 2018-A1 Notice of Sale, and the terms thereof are expressly made a part of this bid.

For information purposes only, we compute the true interest cost reflected by this bid to be _______%.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Series 2018-A1 Bonds are awarded pursuant to this bid.

Respectfully submitted,

[NAME OF FIRM/BIDDER]

By:____________________________________

Name:__________________________________

Title:___________________________________

Contact Information

Telephone:______________________________

Email:________________________________

Facsimile:______________________________

ACCEPTED, this the ___ day of [_______], 2018.

The Board of Trustees of the University of Alabama on behalf of The University of Alabama in Huntsville

By:____________________________________

Name:__________________________________

Title:___________________________________
APPENDIX F

2018A-2 NOTICE OF SALE
2018-A2 NOTICE OF SALE

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

$________________*

University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-A2

The Board of Trustees of The University of Alabama (the "Board") invites bids for the purchase from it of the above-referenced bonds (the "Series 2018-A-1 Bonds"), which bids will be publicly read at The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Room 301, Huntsville, Alabama 35899, at 10:00 A.M. (Huntsville time) on [February ___, 2018].

This Notice of Sale is being delivered simultaneously with, and is a part of, the Board's Preliminary Official Statement dated [_______, 2018] (the "Preliminary Official Statement") with respect to the Series 2018-A2 Bonds. The Preliminary Official Statement is hereby incorporated by reference and made a part of this Notice. The Series 2018-A2 Bonds are being issued by the Board for the benefit of its operating division The University of Alabama in Huntsville ("UAH") for the purposes described in the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein have been deemed final by the Board as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, with permitted omissions, but are subject to change without notice and to completion or amendment in the final Official Statement.

Source of Payment and Security

The source of payment and security for the Series 2018-A2 Bonds is described in the Preliminary Official Statement. The Series 2018-A2 Bonds are limited obligations of the Board payable solely out of the "General Fees" described in the Preliminary Official Statement. The Series 2018-A2 Bonds are being delivered pursuant to, and are secured by, a Trust Indenture dated November 1, 1989, as supplemented and amended, and as further supplemented by a Thirteenth Supplemental Indenture (the "Thirteenth Supplemental Indenture") dated the date of the Series 2018-A Bonds (collectively, the "Indenture") between the Board and U.S. Bank National Association, as trustee (the "Trustee").

The Series 2018-A2 Bonds are not obligations or debts of the State of Alabama, nor are the faith and credit of the State pledged therefor, and neither the principal of nor the interest on the Series 2018-A2 Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Form of Delivery of Series 2018-A2 Bonds

The Series 2018-A2 Bonds will be issued and delivered in electronic form through the DTC book entry system, as described in the Preliminary Official Statement, in denominations of $5,000 and multiples thereof.

Payment Terms

The Series 2018-A2 Bonds shall have the following payment terms.

Aggregate Principal Amount. The aggregate principal amount of the Series 2018-A2 Bonds will be $________________*, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments".

* Preliminary; subject to change.
Interest Payment Dates. Interest on the Series 2018-A2 Bonds will be payable semiannually on the dates identified in the Preliminary Official Statement. The interest rate or rates for the Series 2018-A2 Bonds are to be specified by the bidder, subject to the terms of this Notice. Interest will be calculated on the basis of a 360-day year with 12 months of 30 days each.

Principal Amortization. Principal on the Series 2018-A2 Bonds will be payable on the dates and in the amounts set forth in the following table, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments":

<table>
<thead>
<tr>
<th>Maturity Date (September 1)</th>
<th>Principal Amount Payable*</th>
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<tbody>
<tr>
<td>2028</td>
<td></td>
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<td>2029</td>
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<td>2048</td>
<td></td>
</tr>
</tbody>
</table>

*Preliminary; subject to change

Serial or Term Series 2018-A2 Bonds. Bidders may provide that all the Series 2018-A2 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts maturing on or after [___________], be combined into one or more term bonds. If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to scheduled mandatory redemption commencing on September 1 of the first year that has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the table above, as adjusted in accordance with the provisions described below under the heading "Adjustment of Principal Amount and Annual Payments." Term bonds to be redeemed in any year by scheduled mandatory redemption shall be redeemed at par and shall be selected by lot from among the term bonds of the same maturity. The Board may receive a credit against scheduled mandatory redemption requirements as described in the Preliminary Official Statement under the heading "THE SERIES 2018-A BONDS - Redemption of Series 2018-A2 Bonds - Mandatory Redemption of Series 2018-A2 Term Bonds".

Adjustment of Principal Amount and Annual Payments. The aggregate principal amount and annual amortization requirements for the Series 2018-A2 Bonds may be changed prior to the time bids are to be received. Such changes, if any, will be communicated by Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News not later than 1:00 P.M. (Huntsville time) on the last business day prior to the bid opening.

In addition, the aggregate principal amount and the annual amortization requirements are subject to adjustment by the Board after the receipt and opening of the bids, provided that any such adjustment will not cause (i) the aggregate principal amount of the Series 2018-A2 Bonds (as adjusted prior to the sale by notice as provided above)
to increase or decrease by more than 20%, or (ii) the amount of any annual amortization requirement to increase or decrease by more than 25% of the amount specified in the table above (as adjusted prior to the sale by notice as provided above). The interest rates bid by the successful bidder shall not be subject to adjustment. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the aggregate principal amount. The final aggregate principal amount and annual amortization requirements will be communicated to the successful bidder by 3:00 P.M. (Huntsville time) on the day of the sale. The successful bidder may not withdraw its bid as a result of any adjustments made within the limits specified.


Bids to Specify Interest Rates and Aggregate Purchase Price

Bidders must offer to purchase all Series 2018-A2 Bonds. A bid for less than all Series 2018-A2 Bonds will be disqualified. Bidders must specify a fixed rate of interest for each maturity of Series 2018-A2 Bonds; provided, however, that a rate of 0.0% may not be specified for any maturity. All Series 2018-A2 Bonds of the same maturity (including principal amounts of a Series 2018-A2 Term Bond subject to mandatory redemption) must bear the same rate of interest.

Bidders may bid to purchase the Series 2018-A2 Bonds at a discount or at a premium; provided

(i) no bid will be considered to purchase the Series 2018-A2 Bonds if, for any maturity of the Series 2018-A2 Bonds, the bid is at a price less than 98.5% of the par amount of such maturity;

(ii) no bid will be considered to purchase the Series 2018-A2 Bonds if the aggregate bid is at a price less than 99.0% of the total principal amount; and

(iii) no bid will be considered if the coupon interest rate for any bonds maturing or subject to mandatory redemption on September 1, 2028, or any date thereafter, is less than 5.00%.

Special Terms or Covenants Not Permitted

No bidder will be allowed to specify pricing or other contractual terms other than interest rates and purchase price. For example, a bid that specifies a provision requiring indemnification for increased costs or a change in the interest rate based on tax law changes or rating changes will be disqualified. Similarly, a bid that specifies a financial covenant not already included in the Indenture will be disqualified.

Form of Bid

Any bid for the purchase of the Series 2018-A2 Bonds must be submitted by one of the following methods:

(a) On the Official Bid Form (attached as Exhibit A hereto) physically delivered to the Board, in a separately labeled, sealed envelope for this series, at the following place no later than the following date and time:

Place: The University of Alabama in Huntsville
1201 John Wright Drive
Student Services Building, Room 301
Huntsville, Alabama 35899
Phone: (256) 824-6350
Contact: Todd Barré, Vice President for Finance and Administration
Date: February [____], 2018

Time: 10:00 a.m. (Huntsville time)

(b) In electronic form via PARITY, in the manner described below, no later than 10:00 a.m. (Huntsville
time) on February [____], 2018. To the extent any instructions or directions set forth in PARITY conflict with this
Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact
PFM Financial Advisors LLC, the Financial Advisor, at (256) 536-3035, or PARITY at (212) 806-8304.

Every bid must be unconditional and irrevocable. **No good faith deposit is required.**

Bidders are requested to supply an estimate of the true interest cost for the Series 2018-A2 Bonds resulting
from their bids, computed as prescribed below under the caption "Award, Delivery and Payment," which estimate shall
not be binding on the Board. Each bid must be in accordance with the terms and conditions set forth in this Notice.

Inquiries regarding the form of bid or bid process should be directed to the Board's Financial Advisor, Mr.
Phil Dotts or Mr. Josh McCoy, PFM Financial Advisors LLC, at (256) 536-3035.

**Right to Reject Bids; Waive Irregularities**

The Board reserves the right to reject any and all bids for the Series 2018-A2 Bonds and to waive any
irregularity or informality in any bid.

**Award, Delivery and Payment**

**Date and Time of Award.** If satisfactory bids are received, the Series 2018-A2 Bonds will be awarded not
later than 2:00 P.M. (Huntsville time) on the date on which bids are opened and any adjustment of annual principal
amounts will be announced not later than 3:00 P.M. (Huntsville time) on the same business day.

**Basis for Award.** The Series 2018-A2 Bonds will be awarded to the bidder whose bid states the lowest true
interest cost to the Board therefor; provided that, if two or more bids are submitted that name the same lowest true
interest cost for the Series 2018-A2 Bonds the Board will select the successful bidder by lot. The true interest cost will
be that annual interest rate which when compounded semi-annually and used to discount all payments of the principal
and interest payable on the Series 2018-A2 Bonds under such proposal to the date of the Series 2018-A2 Bonds results
in an amount equal to the aggregate purchase price.

**Successful Bidder's Obligations With Respect to Initial Offering Price.** The successful bidder shall
assist the Board in establishing the issue price of the Series 2018-A2 Bonds and shall execute and deliver to the Board
at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public
or the sales price or prices of the Series 2018-A2 Bonds, together with the supporting pricing wires or equivalent
communications, with such modifications as may be appropriate or necessary in the sole judgment of bond counsel.

The Board intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive
sale" for purposes of establishing the issue price of the Series 2018-A2 Bonds) will apply to the initial sale of the
Series 2018-A2 Bonds (the "competitive sale requirements") because:

(i) the Board shall disseminate this Notice of Sale to potential underwriters
    in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the Board may receive bids from at least three (3) underwriters of
    municipal bonds who have established industry reputations for underwriting new issuances of
    municipal bonds; and
(iv) the Board anticipates awarding the sale of the Series 2018-A2 Bonds to the bidder who submits a firm offer to purchase the Series 2018-A2 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2018-A2 Bonds, as specified in the bid. Unless the bidder intends to hold the Series 2018-A2 Bonds for its own account with no intention to offer the Series 2018-A2 Bonds to the public, the bidder, by submitting a bid, represents to the Board that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

In the event the competitive sale requirements are not satisfied, the Board shall so advise the winning bidder. The winning bidder shall advise the Board if any maturity of the Series 2018-A2 Bonds satisfies the 10% test as of the date and time of the award of the Series 2018-A2 Bonds. As used herein, "10% test" means the first price at which 10% of a maturity of the Series 2018-A2 Bonds is sold to the public.

For those maturities of the Series 2018-A2 Bonds that do not satisfy the 10% test (the "hold-the-offering-price maturities"), the winning bidder will be required to follow and certify to the Board the "hold-the-offering-price" rule. So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2018-A2 Bonds, the winning bidder will neither offer nor sell unsold Series 2018-A2 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the winning bidder has sold at least 10% of that maturity of the Series 2018-A2 Bonds to the public at a price that is no higher than the initial offering price to the public.

For those maturities of the Series 2018-A2 Bonds that do not satisfy the 10% test, the winning bidder shall promptly advise the Board or the Board's municipal advisor when the winning bidder has sold 10% of that maturity of the Series 2018-A2 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2018-A2 Bonds will be subject to the 10% test or the hold-the-offering-price rule in order to establish the issue price of the Series 2018-A2 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2018-A2 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-A2 Bonds, and (ii) any agreement among underwriters relating to the initial sale of the Series 2018-A2 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2018-A2 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-A2 Bonds.

Sales of any Series 2018-A2 Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,
(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2018-A2 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2018-A2 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2018-A2 Bonds to the public),

(iii) a purchaser of any of the Series 2018-A2 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Series 2018-A2 Bonds are awarded by the Board to the winning bidder.

In addition, if the successful bidder will obtain municipal bond insurance policy or other credit enhancement for the Series 2018-A2 Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Series 2018-A2 Bonds, to certify whether the premium therefor representing the transfer of credit risk will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**CUSIP Numbers.** The successful bidder shall cooperate in good faith with the Board and its financial adviser in the assignment of CUSIP numbers for the Series 2018-A2 Bonds. The Board shall pay the cost of obtaining CUSIP numbers.

**Date of Delivery and Form of Payment.** Delivery of the Series 2018-A2 Bonds is expected to occur on February [___], 2018. On the date of delivery the successful bidder shall pay for the Series 2018-A2 Bonds on the date of delivery in immediately available federal funds. Any expense of providing federal funds shall be borne by the purchaser.

**Documentation Required for Delivery and Payment.** The sale and delivery of the Series 2018-A2 Bonds is subject to receipt by the Board and successful bidder of the following documents:

(i) **Opinion of Bond Counsel.** The approving opinion of Bradley Arant Boul Cummings LLP, Birmingham, Alabama, bond counsel to the Board, substantially in the form provided in the Preliminary Official Statement.

(ii) **Final Official Statement.** The Board will provide the successful bidder for the Series 2018-A2 Bonds such reasonable number of printed copies of the Official Statement as such bidder may request. Delivery shall be within the time period required by Rule 15c2-12. Up to 100 printed copies of the final Official Statement will be furnished without cost to the successful bidder and further copies, if desired, will be made available at the successful bidder's expense.

(iii) **Continuing Disclosure Agreement.** A continuing disclosure agreement in the form described in the Preliminary Official Statement.
(iv) **Successful Bidder’s Certification With Respect to Initial Offering Price.** The successful bidder must, prior to the delivery of the Series 2018-A2 Bonds, deliver a certificate with respect to the initial offering price as hereinabove set forth and described.

(v) **Standard Closing Papers.** Standard closing and delivery papers, including (A) the customary no-litigation certificate; (B) a certificate of authorized officers of the Board to the effect that, to the best of their knowledge, information and belief the Preliminary Official Statement used in connection with the Series 2018-A2 Bonds did not on the date of sale, and the final Official Statement does not on the date of delivery, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein contained, in light of the circumstances under which they were made, not misleading; and (C) a certificate of the Board stating that, on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Series 2018-A2 Bonds will be used in a manner that would cause interest on the Series 2018-A2 Bonds to be includible in gross income for purposes of federal income taxation.

**Delivery in Loan Form**

**Request by Bidder.** A bidder may request delivery of the Series 2018-A2 Bonds in loan form. The request must be made when the bid is submitted. Bidders requesting delivery in loan form must deliver their bid on the Official Bid Form and may not use the PARITY system.

**Modification of Bidding Requirements.** A bidder requesting delivery in loan form is subject to the terms and conditions specified in this Notice of Sale, with the following modifications:

(i) The bid must specify a single fixed interest rate for the loan that will apply to the entire principal amount of the Series 2018-A2 Bonds. Interest will be paid semiannually, as described above and in the Preliminary Official Statement, and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

(ii) The principal amount of the Series 2018-A2 Bonds will be paid in annual installments (due September 1) corresponding to the amortization requirements set forth above. The aggregate principal amount and annual installment payments are subject to adjustment as described above under “Adjustment of Principal Amount and Annual Payments”.

**Modification of Delivery Requirements and Documentation.** If delivery is in loan form, the delivery requirements and documentation will be modified as follows:

(i) The Series 2018-A2 Bonds will be delivered as a single, typewritten bond payable to the successful bidder.

(ii) The Series 2018-A2 Bonds will not be subject to the DTC book entry system and will not have a CUSIP number.

(iii) The Board, the successful bidder and the Trustee will enter into a direct payment agreement that will provide for payment of debt service by the Board directly to the successful bidder. The bond documents will require that any transferee of the Series 2018-A2 Bonds (issued as a single bond as aforesaid) enter into a similar agreement. A copy of the form of direct payment agreement is available for review, and interested purchasers are encouraged to obtain a copy from PFM Financial Advisors LLC, financial advisor for the Series 2018-A Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035. The winning bidder will not be permitted to add terms or covenants or make other changes to the said direct payment agreement.
(iv) The direct payment agreement will include a representation by the successful bidder that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and acquiring the Series 2018-A2 Bonds as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-A Bonds or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intend to reoffer the Series 2018-A2 Bonds to the public.

(v) No final Official Statement will be delivered with respect to the Series 2018-A2 Bonds,

(vi) The Series 2018-A2 Bonds will not be rated.

(vii) Although the loan will be exempt from Rule 15c2-12, the Board will deliver a continuing disclosure agreement to the successful bidder substantially in the form described in the Preliminary Official Statement.

At the request of the successful bidder, the Board will omit one or more of these features for delivery in loan form if the request is made in a timely manner and does not (a) increase the Board’s cost of delivery of the Series 2018-A2 Bonds, (b) cause a delay in delivery of the Series 2018-A2 Bonds, or (c) impose additional pricing or contractual terms. See “Special Terms or Covenants Not Permitted” above.

Right to Modify or Amend

The Board reserves the right to modify or amend this Notice. Notice of any such modification or amendment shall be given not later than 2:00 P.M. (Huntsville time) on the last business day prior to the bid opening through Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News.

The Board also reserves the right to postpone the receipt of bids. Notice of any such postponement will be delivered in the same manner as notice of modification or amendment.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

By: ________________ /s/ Dana S. Keith 
Vice Chancellor for Finance and Administration

EXHIBIT A
2018-A2 OFFICIAL BID FORM

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-A2
Dated: Date of Delivery

The Board of Trustees of The University of Alabama
on behalf of The University of Alabama in Huntsville

Ladies and Gentlemen:

We hereby offer to purchase all of the $________ aggregate principal amount of your University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2 (the "Series 2018-A2 Bonds"), more particularly described in your 2018-A2 Notice of Sale dated [________, 2018], which is incorporated herein and made a part hereof, at a purchase price of $________ (which may not be less than 99.0%). We have completed such review of the Indenture (including without limitation the form of Thirteenth Supplemental Indenture) and the form of direct purchase agreement as we have deemed necessary to make this offer. We hereby certify that we propose no additional terms, conditions, changes or modifications to said documents as a condition to this offer. This offer is for the Series 2018-A2 Bonds bearing interest at the following annual rates (each maturity must have a single fixed rate of interest; a rate of 0.0% may not be specified for any maturity):

Interest Rates Before Designation of Term Series 2018-A2 Bonds*

<table>
<thead>
<tr>
<th>Year of Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate*</th>
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* Financial institutions proposing for delivery of the Series 2018-A2 Bonds in Loan Form may only propose one rate of interest to apply to all installments of principal of the Series 2018-A2 Bonds.

Designation of Term Series 2018-A2 Bonds*

One or more serial maturities shall be combined into one or more term bonds ("Term Series 2018-A2 Bonds") as follows:

<table>
<thead>
<tr>
<th>Term Series 2018-A2 Bond Maturity (September 1)</th>
<th>Year of First Mandatory Redemption</th>
<th>Principal Amount of Term Series 2018-A2 Bond</th>
<th>Interest Rate</th>
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</table>
* A chart must be filled-out for each Term Series 2018-A2 Bond proposed. This chart is not applicable to and should not be filled-out by financial institutions acquiring the Series 2018-A2 Bonds in Loan Form.

**Request for Loan Form**

☐ (Check box if delivery in loan form requested)

We request that the Series 2018-A2 Bonds be delivered in loan form, as described in the 2018-A2 Notice of Sale. Note: If this box is not checked, the Series 2018-A2 Bonds will be delivered in electronic form through the DTC book-entry system, and the provisions described in the 2018-A2 Notice of Sale under the heading "Delivery in Loan Form" will not apply.

**General**

This bid is made subject to all the provisions of the aforesaid 2018-A2 Notice of Sale, and the terms thereof are expressly made a part of this bid.

For information purposes only, we compute the true interest cost reflected by this bid to be _____%.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Series 2018-A2 Bonds are awarded pursuant to this bid.

Respectfully submitted,

[NAME OF FIRM/BIDDER]

By: _____________________________

Name: ___________________________

Title: ___________________________

**Contact Information**

Telephone: _______________________

Email: ___________________________

Facsimile: _______________________
DIRECT PAYMENT AGREEMENT

THIS DIRECT PAYMENT AGREEMENT dated February___, 2018 (this "Agreement") is entered into by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the "Board"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee"), and [a/an] __________________________(the "Lender").

Recitals

A. The Board has duly authorized the issuance of its $_________ University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A[1/2] (the "Series 2018-A[1/2] Bond"), pursuant to a Trust Indenture dated November 1, 1989, as previously supplemented and amended (the "Original Indenture"), and as further supplemented and amended by a Thirteenth Supplemental Indenture dated the date of the Series 2018-A[1/2] Bond (the "Thirteenth Supplemental Indenture," and, the Original Indenture, as supplemented and amended by the Thirteenth Supplemental Indenture, the "Indenture"), each between the Board and the Trustee.

B. The Series 2018-A[1/2] Bond will be delivered by the Board to the Lender to evidence a loan (herein, the "Loan") made by the Lender to the Board.

C. Pursuant to [Section 2.02] of the Thirteenth Supplemental Indenture, payment of debt service on the Series 2018-A[1/2] Bond may be made by the Board directly to the Lender, provided that this agreement is delivered for the benefit of the Trustee in the form required by the Indenture.

D. Capitalized terms used without definition herein shall have the meanings ascribed in the Indenture.

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

Section 1. Agreement for Direct Payment of Debt Service

The Lender, the Board and the Trustee hereby agree that so long as the Lender is the registered owner of the Series 2018-A[1/2] Bond:

(a) All regularly scheduled payments of principal and interest on the Series 2018-A[1/2] Bond shall be made by the Board directly to the Lender on the dates such principal and interest are due.

(b) If the date for the payment of principal of or interest on the Series 2018-A[1/2] Bond is not a business day but on a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City of Birmingham, Alabama are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.
(c) If the Lender fails to receive any payment of principal or interest due on the Series 2018-A[1/2], it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Lender's right to receive such payments or any rights of the Lender under the Indenture with respect to the Series 2018-A[1/2] Bond. Unless and until the Trustee has received written notice from the Lender that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-A[1/2] Bond have been made as required by the 2018-A[1/2] Bond and the Indenture.

(d) If the Lender presents the Series 2018-A[1/2] Bond to the Trustee for registration of transfer, the Lender shall certify to the Trustee (i) that all payments on the Series 2018-A[1/2] Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-A[1/2] Bond.

(e) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-A[1/2] Bond; provided, however, that if any Event of Default exists under the Indenture, the Trustee may, by notice to the Board and the Lender, terminate this Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-A[1/2] Bond and the Trustee shall make payments of debt service on the Series 2018-A[1/2] Bond and all other Bonds Outstanding under the Indenture in accordance with the parity provisions of the Original Indenture.

(f) To the extent permitted by law, the Board agrees to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys' fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of this Agreement, the action or inaction of any other party to this Agreement, or the Trustee's reliance on the terms of this Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

(g) Prior to the first payment date on the Series 2018-A[1/2] Bond, the Lender agrees to provide to the Board and the Trustee its wiring instructions for payment and a completed IRS Form W-9.

Section 2. Form of Series 2018-A[1/2] Bond during Term of Direct Payment Agreement

During the term of this Agreement, a single typewritten Series 2018-A[1/2] shall be delivered to the Lender. Such Series 2018-A[1/2] shall not be subject to the Book-Entry System and shall not have a CUSIP number.

Section 3. Inspection of Records

The Lender hereby agrees that, so long as this Agreement is in effect, it will maintain true and accurate records of all payments received and make the same available to the Board and the Trustee for inspection during normal business hours upon reasonable notice therefor.
Section 4. Termination of Agreement

This Agreement shall terminate upon the earlier of (a) the transfer by the Lender of the Series 2018-A[1/2] Bond or (b) upon 15 days' written notice by the Lender to the parties hereto. Except as provided in Section 1(e) of this Agreement, the Trustee shall not have the right to terminate this Agreement.

Section 5. Notices

Any notice provided under this Agreement must be in writing and delivered to the address or addresses set forth below. Any party may change the address for receiving any such notice or other document by giving notice of the change to the other parties named in this Section.

Board

By Mail: Vice President for Finance and Administration
1201 John Wright Drive
Student Services Building, Room 301
Huntsville, Alabama 35899

By email: todd.barre@uah.edu

Lender

By Mail: ____________________________

By email: ____________________________

Trustee

By Mail: U.S. Bank National Association
2204 Lakeshore Drive, Suite 302
Homewood, Alabama 35209
Attn: Woodie Alston

By email: Woodie.alston@usbank.com
IN WITNESS WHEREOF, the Board, the Lender and the Trustee have caused this Agreement to be duly executed by their duly authorized officers.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

By: ____________________________
   Vice President for Finance and Administration of
   The University of Alabama in Huntsville

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ____________________________

Its: ____________________________

[____________________]

By: ____________________________

Its: ____________________________
Exhibit A
[Attached Agreement]
TABLEAU SOFTWARE
END USER LICENSE AGREEMENT ("EULA")

This End User License Agreement ("Agreement") is between Tableau Software, Inc. or the applicable Tableau affiliate ("Tableau") and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham ("You"). This Agreement covers all Software, Support and Maintenance Services, and Professional Services.

1. Definitions.

Affiliate: means each legal entity that is directly or indirectly controlled by you or on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by you (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of the class of voting securities of) a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership.

Authorized User: means those uniquely identified individuals for whom the applicable license fees have been paid, as listed on the Ordering Document, who are authorized by you to install and/or use the functionality in the Software for any purpose regardless of whether those individuals are actively using the programs at any given time. Licenses listed on an Authorized User basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users.

Contractor: means those independent third parties who perform services related to this Agreement for you.

Customer Data: means data generated by you or your Authorized User and used or imported into the Software, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee.

Documentation: means any supporting product help and technical specifications documentation provided by Tableau with the Software to you.

Effective Date: means the date last signed below by authorized representatives of each party.

License Term: means the Software license term specified on the applicable Ordering Document or by an Authorized Partner. The License Term may be a fixed term, a limited term for Evaluation Versions, or perpetual.

Ordering Document: means any order on a Tableau order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Software: means the proprietary Tableau software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Ordering Document). "Software" shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software".

2. Tableau Software Products.

2.1 Tableau Software: In order to use the Software under this Agreement, you must activate your copy of the Software with the valid license key or activation code provided to you ("Product Key") at the time of purchase and/or submit a uniquely identifiable user registration when prompted, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Section 2 of this Agreement.

2.2 Tableau Desktop (Professional and Personal) ("Desktop Software"). If you purchased a license to Desktop Software, the total count of Authorized Users enabled to use such Desktop Software must not exceed the number of licenses purchased on the applicable Ordering Document(s). For each such license you may install, via the Product Key, one copy of the Desktop Software on one primary computer and a second copy on a secondary computer for each Authorized User.

2.3 Tableau Server ("Server Software"). If you purchased a license to Server Software, your license will be subject to either Core-Based or User-Based restrictions, as identified on the applicable Ordering Document.

2.3.1 User-Based Server License: If your Server Software license is designated as User-Based, the total count of Authorized Users enabled to use such Server Software across all Production and Non-Production Environments must not exceed the number of licenses purchased on the applicable Ordering Document(s). For the avoidance of doubt, "User-Based" Server licenses are also referred to in the Ordering Document or Documentation as "Web Client" Server licenses or "Interactive" Server licenses.

2.3.2 Core-Based Server License: If your Server Software license is designated on the applicable Ordering Document as Core-Based, for each such license an unlimited number of Authorized Users may use the Server Software (until Core capacity is reached), provided that the total number of Cores made available to each installation of the Server Software does not exceed the permitted number of Cores identified on your Ordering Document. When the Server Software is installed and distributed across multiple computers, all Cores made available to the Server Software from each computer count toward the total number of Cores licensed by you and identified on your Ordering Document. "Core" means the processor or execution core within a computer's central processing unit, whether such Cores are virtual or physical or not.

2.4 Evaluation Version ("Evaluation Version"). If you ordered a license to an Evaluation Version, you may install and use one copy of the Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non-Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. Licenses provided under Tableau's student access program constitute Evaluation Versions and the aforementioned prohibition against commercial or professional use does not apply to such licenses. You may only use the Evaluation Version for fourteen (14) days from the date you activate and/or register via the Product Key or otherwise, unless otherwise specified by Tableau in the Documentation or a separate writing from Tableau ("Evaluation Period"). Unless you pay the applicable license fee for the Software (and Tableau issues you a Product Key in exchange), the Evaluation Version Software may become inoperable and, in any event, your right to use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Notwithstanding any other provision of this Agreement, the Evaluation Version Software is provided "AS IS" without warranty or support of any kind, express or implied. Tableau may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. If YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF THE SOFTWARE, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED LICENSE AGREEMENT GOVERNING YOUR USE OF THE SOFTWARE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

3. License.

3.1 Grant of License: Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 3.2 (Term and Termination), during the applicable License Term, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted under Section 3.7), non-exclusive license to use the Software for which you have been issued a Product Key by Tableau or an Authorized Partner, but only in accordance with: (a) the Documentation; (b) the restrictions in Section 2 (Tableau Software Products), Section 2.8 (License Restrictions) and any restrictions on the applicable Ordering Document; and (c) the number of Authorized Users and/or permitted number of Cores (as applicable), on the platforms and configurations or any other restrictions mutually agreed upon by you and an Authorized Partner. You may allow your Contractors and Affiliates to use the Software in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their acts or omissions were your own.

3.2 Sample Code: Subject to the terms and conditions of this Agreement, during the applicable License Term, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive
license to modify any sample source code from the Software provided by Tableau to you ("Sample Code") solely for internal use for the purposes of designing, developing, testing and otherwise facilitating your use of the Software under this Agreement.

3.3 Production and Non-Production Environments:

3.3.1 Non-Production Environments: You may use the Server Software in a technical environment and on the platforms and configurations described in the Documentation, solely for internal development and testing in connection with your licensed Software, or for disaster recovery purposes ("Non-Production Environment"). Your installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores and/or computers as provided under Section 3.1 above. Your use of the Server Software in a Non-Production Environment may be concurrent with your use of the licensed Software in a Production Environment and such use is conditioned on you having an authorized license for the Software. You are required to use Non-Production Environments under this Agreement. Any additional licenses for Non-Production Environments other than as described in this Section 3.3 can be purchased by you and shall be subject to the additional terms and conditions contained in the applicable Ordering Document.

3.3.2 Production Environments: As it relates to the Server Software, your use of the Software for the purpose of creating, sharing, viewing and/or revising visualizations is considered use within a "Production Environment" and are subject to one (1) Production Environment for each Server Software license you purchase under this Agreement. Your use of the Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on your Ordering Document.

3.4 Archive Copies: You are entitled to make a reasonable number of copies of the Software for archival purposes.

3.5 Third-Party Code: The Software may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and condition of "Open source" software license ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you in the written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3.6 Electronic Delivery: All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you ("Delivery").

3.7 Client Sublicences: You may permit third parties ("Client Sublicences") to access the Server Software as Authorized Users on your servers but only so the Client Sublicences may: (a) interact with visualizations generated by you through your use of the Software and based on Customer Data, or (b) themselves create visualizations using Customer Data in a relevant to your provision of services to that particular Client Sublicences ("Visualization Access") and further provided that, in processes, Visualizations, Visualization Access, are not acting as "Marketing Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicences may not publish their own data to your Server Software, use any data other than Customer Data with your Server Software or access your Server Software for any other purposes except as expressly permitted in this Section 3.7. For the avoidance of doubt, Client Sublicences may not access your Desktop Software for any purpose. You shall ensure that all Client Sublicences' use of Server Software is limited as described in this Section 3.7 by designating the appropriate access levels for Client Sublicences within Server Software. You shall be solely responsible for your relationships with Client Sublicences and must notify Client Sublicences that Tableau shall have no warranty, support or other obligation or liability to any Client Sublicences. You shall be liable for all acts and omissions of your Client Sublicences as if their acts or omissions were your own.

3.8 License Restrictions: As a condition of your license, you shall not and shall not allow any third party to: (a) decompile, disassemble or reverse engineer the Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, files formats or programming interfaces of the Software or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Software, Third Party Code or Sample Code (or any component thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under Section 3.7 of this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software, Third Party Code or Sample Code; and (d) except as permitted in Section 3.2, modify any part of the Software, Third Party Code, or Sample Code, or incorporate the Software, Third Party Code or Sample Code into or with other software, except to the extent expressly authorized in writing by Tableau for as permitted by an applicable Open Source Software license, (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to Tableau; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; or (h) use unauthorized Product Keys or keycodes(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; (i) as applicable to Desktop or User-Based Server licenses, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Ordering Document(s); or (j) as applicable to Desktop or User-Based Server licenses, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between multiple users.

4. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Tableau and its licensors have and will retain all rights, titles and interest (including, without limitation, all present, past, and future copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Third Party Code, and all copies, modifications,改编, derivative works thereof (including any changes when incorporated any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software, Sample Code, Third Party Code and that irrespective of any use of the words "purchase", "sale" or "license", hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5. Payment. You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Tableau will invoice you for all applicable taxes including, but not limited to, VAT, GST, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Tableau hereunder, you will provide Tableau with official receipts and certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

6. Term and Termination.

6.1 Term of License: Unless sooner terminated as provided herein, your license to Software expires at the end of the applicable License Term. License Terms may be renewed if mutually agreed by the parties in a renewal Ordering Document.

6.2 Term of Agreement: This Agreement commences on the Effective Date and expires at such time as all License Terms and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). Either party may terminate this Agreement (including all related Ordering Documents) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Tableau may terminate this Agreement and the Software licensed (including termination of the Software license(s)) if this Agreement has already expired or has been terminated immediately upon any breach of Section 3.8 (License Restrictions)); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, consent, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Unless otherwise specified herein, termination is not an exclusive
remedy and the exercise by either party of any remedy under this Agreement shall be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.3 Termination. Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software, destroy all copies thereof and so certify to Tableau in writing.

6.4 Survival. Sections 3.8 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term and Termination), 7.3 (Disclaimer of Warranties), 10.1, 10.2, 10.3 and 10.5 (Limitation of Remedies, Indemnification and Damages), 11 (Confidential Information), 12 (Export Compliance) and 13 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranty and Disclaimer.

7.1 Limited Warranty. Tableau warrants to you that for a period of thirty (30) days from delivery (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. Tableau does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Tableau's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Tableau determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Tableau shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software. Tableau will not accept returns or reviews, for example, with renewal License Terms or the delivery of Software updates or maintenance releases or Product Keys.

7.2 Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not authorized in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) if defects in the Software due to accident, abuse or improper use by you; (d) to any Evaluation Version or other Software provided on a no-charge or evaluation basis; or (e) to any maps created using the Software ("Maps"); such functionality provided purely for reference purposes, Tableau makes every effort to ensure the Maps are free of errors but does not warrant the Maps or Map features are accurate. The boundaries and names shown and the designations used in the Maps do not imply official endorsement or acceptance by Tableau.

7.3 Disclaimer of Warranties. THIS SECTION 7 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE MAPS AND THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER TABLEAU NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORY RIGHTS IS LIMITED TO THE WARRANTY PERIOD.

8. Support & Maintenance. Subject to the terms and conditions of this Agreement, during the License Term, you may purchase support and maintenance services for the Software as set forth in Tableau's then-current Support and Maintenance Policies ("Support and Maintenance Services") and as specified in your Ordering Document. All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement including Tableau's then-current Support and Maintenance Policies.

9. Professional Services. Tableau shall provide the number of person-days of professional consulting or training services ("Professional Services") purchased in the applicable Ordering Document or online ordering process. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, and usage; and (b) training in use of the Software. You shall have a license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including in Section 3.8 (License Restrictions)), and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Tableau shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Ordering Document. You will reimburse Tableau for reasonable travel and lodging expenses as incurred.

10. Limitation of Remedies; Indemnification and Damages.

10.1 BUT FOR: (A) EITHER PARTY'S BREACH OF SECTION 11 (CONFI DENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSORS), SECTION 3.8 (LICENSE RESTRICTIONS) OR SECTION 12 (EXPORT COMPLIANCE), OR (C) DAMAGES ARISING OUT OF CLIENT SUBLICENSORS' USE OF THE SOFTWARE, INCLUDING YOUR OBLIGATIONS UNDER SECTION 10.5, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST PROCEEDS, LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOST OPPORTUNITY, LOST REPUTATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 BUT FOR: (A) EITHER PARTY'S BREACH OF SECTION 11 (CONFI DENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSORS), SECTION 3.8 (LICENSE RESTRICTIONS), OR SECTION 12 (EXPORT COMPLIANCE), OR (C) DAMAGES ARISING OUT OF CLIENT SUBLICENSORS' USE OF THE SOFTWARE, INCLUDING YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.5, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF TWO TIMES THE FEES PAID OR OWED TO YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM OR ONE HUNDRED THOUSAND DOLLARS ($100,000).

10.3 The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4 Tableau Indemnification. Tableau shall defend you from and against any claim by a third party alleging that the Software when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed in settlement by Tableau (including reasonable attorneys' fees) resulting from any claim, provided that Tableau shall have received from you, (a) prompt written notice of such claim (but in any event notice in sufficient time for Tableau to respond without prejudice), (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (c) all reasonably necessary cooperation from you. If you use the Software (or in Tableau's opinion is likely to be enjoined or discontinued by settlement or if Tableau determines such actions are reasonably necessary to avoid material liability, Tableau may, in its sole discretion: (i) substitute for the Software substantially functionally similar programs and documentation; (ii) continue using the Software, or if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and refund to you any prepaid, unused license fees for the duration of the then-current License Term (or, if your License Term is perpetual, your refund will equal the license fee paid by you as reduced to reflect a five year straight-line depreciation from the applicable license purchase date). The foregoing obligations of Tableau shall not apply: (1) if the Software is modified by any party other than Tableau, but solely to the extent the alleged infringement is caused by such modification; (2) if the Software is combined with products or processes not provided or authorized by Tableau, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; (5) to any Third-Party Code contained within the Software; or (6) if you settle or make any admissions with respect to a claim without Tableau's prior written consent. THIS SECTION 10.4 SETS FORTH TABLEAU'S AND ITS LICENSORS SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.5 Indemnification by You. Subject to this Section 10, and to the extent permitted by applicable Law, you shall defend, indemnify and hold harmless Tableau and against all claims, arising out of any claim by third parties (including any Client Sublicenses and Contractors) resulting from or...
11. Confidential Information. Each party agrees that all code, inventions, know-how, business and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, pricing, documentation or technical information provided by the Tableau (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Tableau without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of such confidential information; (b) is or has become publicly known through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Export Compliance. You acknowledge that the Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. You shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Software: (a) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (b) to any person or entity on any of the U.S. Government's lists of Parties of Concern (http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern); (c) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical, biological or weapons of mass destruction. Without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (d) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

13. General. 13.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Tableau's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Tableau's written consent except that you may assign your rights and obligations under this Agreement: (a) to any court of competent jurisdiction to enforce a judgment in a lawsuit which you have commenced to protect your rights under this Agreement; and (b) to the extent permissible under applicable law, in the event of a merger, consolidation, or other transaction involving you and Tableau. You agree that such assignment will not relieve you of your obligations under this Agreement. You may not assign or transfer this Agreement without such written consent to be null and void.

13.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3 Governing Law Jurisdiction and Venue. Nothing in this section shall restrict Tableau's right to bring an action (including for example, motion for injunctive relief) against you in the jurisdiction where your place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13.4 Attorneys' Fees and Costs. To the extent permitted by law, the prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys fees and costs in connection with such action.

13.5 Notices and Reports. Any notice or report hereunder must be in writing. If to Tableau, such notice or report shall be sent to Tableau at 1621 N. 34th Street, Seattle, WA 98103 to the attention of "Legal Department." If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

13.6 Amendments, Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. Nothing in this Agreement obligates you to submit to Tableau to accept orders for Software. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a written document. A duly authorized representative on behalf of the party claimed to have waived no provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.7 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties hereto and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of any inconsistent, incomposable or conflicting provisions, this signed Agreement (including any amendments) shall take precedence, followed by the provisions of any applicable Ordering Document.

13.8 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.9 Audit Rights. Upon Tableau's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any Core and user limitations) and provide a current list of Authorized Users for Desktop and User-Based Server licenses. With reasonable prior notice, Tableau may audit your use of the Software, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau may be entitled to under this Agreement and applicable law.

13.10 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseeable events, which occur after Tableau's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any similar transaction provided that: (a) the assignee is not a direct competitor of Tableau; (b) you provide prompt written notice of such assignment to Tableau; (c) the assignee is capable of fully performing your obligations under this Agreement; and (d) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

Tableau Software EULA (FEBRUARY 2017) Page 4 of 5

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13.12 Authorized Partner. If you received the Software under an agreement ("Partner Agreement") with an authorized Tableau reseller, partner or OEM ("Authorized Partner") then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Tableau for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 7 or 8 herein, then Tableau has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 7.3 still apply to you). If your warranty and support terms passed on to you in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Tableau. Tableau may terminate this Agreement (including your right to use the Software) in the event Tableau fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

13.13 Third-Party Beneficiary. Tableau Software, Inc., its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party, including without limitation your Client Sublicensees or Contractors under Section 3.7, is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.14 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

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**Tableau**

<table>
<thead>
<tr>
<th>By (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Print)</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Address for Notice: 1621 N. 34th St., Seattle, WA 98103</td>
</tr>
<tr>
<td>Phone: 206-633-3400</td>
</tr>
<tr>
<td>Fax: 206-237-8550 (Attn: Legal)</td>
</tr>
<tr>
<td><a href="mailto:legal@tableau.com">legal@tableau.com</a></td>
</tr>
</tbody>
</table>

**The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham**

<table>
<thead>
<tr>
<th>By (signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Print)</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Taxpayer ID No.</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
Subscription Order Form

Purchase Effective Date: 14-Dec-2017
Quote Expires: 15-Dec-2017

Tableau Order Number: 3576496
Quote: Q1712-1095570

PRICES STATED ON THIS ORDER FORM ARE FINAL. THIS ORDER IS NON-CANCELABLE AND NON-REFUNDABLE. Your signature on this Order Form constitutes agreement to place an order for the Period defined below with the fees to be invoiced in installments. Payments are due as per the Invoice Schedule outlined below and Customer’s failure to pay pursuant thereto will result in all outstanding fees being due immediately.

I certify that I am a duly authorized representative of Customer and that this Order Form is fully authorized and affirm my organization’s commitment to pay.

Timothy R. McMinn
Assistant Vice President for Financial Affairs

Print Name: ____________________________________________ Title: ____________________________

Authorized Signature: ____________________________________________ Date: ____________________________

☐ My organization requires a Purchase Order to be issued for payment, please include the PO number on the corresponding invoice(s) to this Subscription Order Form. By selecting this box, I understand my order will be fulfilled once Tableau receives both this document as well as a valid PO.

Order Details

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Annual Adjusted Unit Price</th>
<th>36 Month Adjusted Unit Price</th>
<th>38 Month Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training - Desktop I: Fundamentals - Onsite</td>
<td>1</td>
<td>USD 10,000.00</td>
<td>USD 10,000.00</td>
<td>USD 10,000.00</td>
<td>USD 10,000.00</td>
</tr>
<tr>
<td>Tableau Online - Single User - License (Multi Yr Term)</td>
<td>500</td>
<td>USD 500.00</td>
<td>USD 325.00</td>
<td>USD 975.00</td>
<td>USD 487,500.00</td>
</tr>
<tr>
<td>Desktop - Professional - License (Multi Yr Term)</td>
<td>50</td>
<td>USD 630.00</td>
<td>USD 410.00</td>
<td>USD 1,230.00</td>
<td>USD 61,500.00</td>
</tr>
</tbody>
</table>

List Subtotal: USD 291,500.00
Adjusted Subtotal: USD 854,500.00
Memo:

In the event University of Alabama At Birmingham is not, with respect to either the second or third year of the three year Subscription Period, appropriated the funding necessary to pay the Annual Subscription fees as set forth in this Order Form and applicable to such second or third year of the Subscription Period, University of Alabama At Birmingham may terminate the EULA subject to the following terms: (i) University of Alabama At Birmingham shall, not later than thirty (30) days prior to the termination date, submit written notice thereof to Tableau, including a representation stating that University of Alabama At Birmingham is terminating the EULA as a consequence of its not receiving the funding required to pay the Annual Subscription fees set forth in this Order Form, (ii) University of Alabama At Birmingham shall not be entitled to any refunds of amounts previously paid, and (iii) University of Alabama At Birmingham shall remain liable for any amounts due and owing for the fiscal year(s) for which funds have been appropriated.

If this purchase is made on or before the expiration date shown above, Tableau will allow the customer to purchase Add-on user subscription licenses at a 35% discount. In order to receive this discount, the Add-on purchase(s) must (A) occur during the above quoted subscription term and (B) be prorated to the end of the above quoted subscription term. If applicable, at the end of each annual installment period, Tableau shall invoice Customer for the next annual installment period based on the increased number of users.

Should you decide to migrate from a Tableau Online subscription to an on premise Tableau Server, any remaining paid time left on your Tableau Online subscription will be applied as a credit to the Server purchase.

Invoice Schedule:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Year</th>
<th>Invoice Date</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Subscription</td>
<td>1</td>
<td>15-Dec-2017</td>
<td>USD 193,000.00</td>
</tr>
<tr>
<td>Annual Subscription</td>
<td>2</td>
<td>14-Dec-2018</td>
<td>USD 183,000.00</td>
</tr>
<tr>
<td>Annual Subscription</td>
<td>3</td>
<td>14-Dec-2019</td>
<td>USD 183,000.00</td>
</tr>
</tbody>
</table>

Please Note:

- Payment terms are Net 30
- Orders can be submitted via secure fax to (206) 260-2883 or by email to customerservice@tableau.com.
- All products are delivered electronically through a secure e-fulfillment site; no physical materials will be shipped.
- Tableau Delivery Instructions Form: http://www.tableau.com/dli.
- All Tableau Desktop, Tableau Server, Support and Maintenance Services for Tableau Desktop and Tableau Server, and Professional Services orders are subject to the following terms http://www.tableau.com/eula.
- All Tableau Online orders are subject to the following terms http://www.tableau.com/online-agreement.
- For details about Tableau Desktop and Tableau Server maintenance and support http://www.tableau.com/mrpolicy.
- Purchase orders must include each product line item separately with quantity, unit price and total.
- Professional Services will be invoiced upon completion.
- No product purchases are contingent on any Professional Services.
- When applicable, travel & expenses will be billed at cost in a separate invoice after the services are delivered.
- Cancellation of Professional Services or training are subject to the following policy http://tableau.com/cancellation-policy.
- Upon invoicing, actual sales tax may change based on ship-to location.

Payment Instructions:

- Wire Transfer and ACH Instructions

Currency: US Dollar (USD)
Silicon Valley Bank
Beneficiary Bank: 3003 Tasman
Santa Clara, California 95054
Beneficiary Name: Tableau Software, Inc.
Beneficiary Account: Domestic: 3300681455 (ACH/EFT Routing: #121140399)
international: 3300681455 (SWIFT: SVBKUS6S)

All transaction fees must be covered by sender and should be specified upon initiation of the wire transfer. Please include your Company Name and invoice Number(s) with your wire transfer to ensure timely and accurate application of your payment. This invoice is computer generated and no signature is required.

Other Payment Options
To pay by credit card, please contact ar@tableau.com.

Purchase Order: Remit to Tableau Software via email to customerservice@tableau.com.

To Pay By Check: Include invoice number on check and remit to:
Tableau Software, Inc.
PO Box 204021
Dallas, TX 75320-4021
In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions
For the purposes of this form, the following terms shall have the following meanings:
- "Agreement." Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- "Family Member." Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- "Public Official." Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- "Relationship." Limited to familiar or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
- "UAS." The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- "You." Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)
   Entity Name: Tableau Software, Inc.
   Individual Name: Mike Hujet
   Title: Account Manager
   Address Line 1: 1621 N 34th St
   Address Line 2: 
   City, State, Zip: Seattle, WA, 98103
   Telephone: 206-633-3400

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)
   University

3. Describe the proposed Agreement:
   Goods and services to be provided: Tableau Desktop and Online
   Grant or proposal number (if applicable):
   Amount or anticipated amount: $100k for phase 1/pilot
   Term: 1-3 years
   Is the proposed Agreement the result of a competitive or bid process? ☐ Yes ☐ No

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4. Have "You" (See definition above) previously provided goods and/or services to UAS within the current or last fiscal year? [ ] Yes [ ] No

If yes, please provide the following information for each other agreement for such goods and/or services.

<table>
<thead>
<tr>
<th>Entity Providing Goods or Services</th>
<th>Tableau Software, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus and Department:</td>
<td>Finance, Advancement, IT, School of Nursing, Medical Center</td>
</tr>
<tr>
<td>Type of Goods/Services:</td>
<td>Tableau Desktop, Online/Server, Tableau Conference tickets, consulting, maintenance renewals</td>
</tr>
<tr>
<td>Amount Received:</td>
<td>164,898 since Jan. 1st of 2016</td>
</tr>
</tbody>
</table>

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and/or services identified in response to Question 4 total $1,000,000 or more? [ ] Yes [ ] No

6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit? [ ] Yes [ ] No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

- Name of UAS employee, Trustee, or Public Official:
- Campus/department where employed or position held:
- Nature of relationship:
- Potential Benefit:

- Name of UAS employee, Trustee, or Public Official:
- Campus/department where employed or position held:
- Nature of relationship:
- Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.
7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement? ☐ Yes ☑ No

If yes, please provide the following information for each consultant or lobbyist.
Name:
Address:
Name:
Address:

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

From time to time, Tableau may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. In the event Tableau is a party to any legal proceedings that, in the opinion of management, would have a material adverse effect on our business, financial condition, operating results or cash flows, such proceedings will be disclosed in Tableau's filings with the SEC.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

[Signature]

Date 9/1/2017
This is to certify that the bid below was received in the Office of Land Management for a tract of land located in Coosa County, Alabama.

**HUNTING RIGHTS BIDS – JANUARY 10, 2018**

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>BID AMOUNT</th>
<th>FIRST YEAR INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five Star Preserve, LLC</td>
<td>$13.25 per acre</td>
<td>$38,637*</td>
</tr>
</tbody>
</table>

*Effective January 1, 2025 and adjusted annually up to that date based on the Consumer Price Index*
STATE OF ALABAMA  

COOSA COUNTY  

HUNTING RIGHTS LEASE AGREEMENT

THIS HUNTING RIGHTS LEASE AGREEMENT is made and entered into this 10th day of _______, _______, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA ("Landlord") and FIVE STAR PRESERVE, LLC ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Coosa County, Alabama, more particularly described on Exhibit A attached hereto and incorporated herein (the "Leased Property"); and

WHEREAS, Landlord has agreed to lease the hunting rights on the Leased Property to Tenant pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the Leased Property and of the mutual covenants and agreements herein expressed and of the payment by Tenant of the rent hereinafter reserved, Landlord hereby leases the hunting rights to Tenant, and the Tenant leases the hunting rights from the Landlord hereinafter more particularly described on the following terms and conditions:

1. LEASE

During and for the term hereinafter specified Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the exclusive fishing, hunting, riparian, and recreational rights on the lands and lakes constituting the Leased Property, together with the right and privilege to enter into, upon, over, and across the Leased Property solely for the purposes described in this Section 1 and for none other whatsoever, upon the terms and conditions herein set forth. The parties agree that, for purposes of this Lease, the Leased Property contains 2,916 acres.

2. TITLE AND ENJOYMENT

(a) Landlord covenants, warrants and represents that (i) it is the owner in fee simple absolute of the Leased Property and has good and marketable title thereto; and (ii) it has full right and lawful authority to grant the exclusive hunting rights described in Section 1 above for the term, in the manner and for the conditions and provisions herein contained.

(b) The cutting of timber or other timber management activities by the Landlord, its successors or assigns, or a tenant under any timber lease shall not be deemed or constitute a breach of this Lease nor constitute an interference or impairment of use or a diminishment of rights granted hereunder to Tenant.

(c) Tenant shall have the right to request that Landlord withdraw land from any future timber lease of all or any portion of the Leased Property, if any such provisions exist in any such timber lease which permit the withdrawal of lands subject thereto. If Landlord should agree to such
request, Tenant agrees to pay all administrative and similar costs associated with such withdrawal, and Tenant agrees to reimburse Landlord for all income from the timber lessee under the timber lease that is lost as a result of such withdrawal as shall be mutually agreed upon between Landlord and Tenant. Notwithstanding the foregoing, Tenant acknowledges that Landlord may refuse for any reason whatsoever to honor or grant any such request to withdraw lands from the Timber Lease.

(d) Tenant’s use and enjoyment of the Leased Property is subject to all easements, rights-of-way, pre-existing permissive use agreements, including, but not limited to, rights of access to the Spivey Cemetery and to the Mitchell Cemetery.

(e) During term of this Lease, Tenant agrees to comply with the following:

(1) Tenant shall conduct its activities in such a manner to prevent any conflicts with or adverse impact upon Landlord’s, and its successors’ or assigns’, past, present, or future timber management activities.

(2) Tenant shall not restrict, interfere with, prevent or otherwise limit Landlord’s or its successors’ or assigns’ exercise of its timber lease rights or timber lease rights granted to a third party.

(3) Tenant, at its cost and expense, shall be responsible for promptly repairing excessive road damage caused by Tenant’s activities.

(4) Tenant agrees, at Landlord’s request, to post the Leased Property with red and white signs containing the Landlord’s and Tenant’s names.

(5) Upon notice from Landlord or Landlord’s timber lease tenant or timber purchaser that it is harvesting, planting, or using heavy equipment on any portion of the Leased Property, then Tenant agrees to cease all hunting or access to such areas until those operations are completed.

(f) Landlord reserves the right to inspect any and all parts of the Leased Property at any and all times and for any purpose and further reserves the right of access to the Leased Property for its own purposes and the use and enjoyment thereof provided (i) Landlord shall first give notice to Tenant’s representative at the Ann Jordan Lodge of the date and time of any such inspection or access and the use to be made of the Leased Property in connection therewith, (ii) such use and enjoyment shall not unreasonably interfere with the rights herein granted to Tenant, except as permitted by this Lease, and (iii) Landlord shall not be permitted to use the Leased Property for hunting or any other purpose granted to Tenant in Sections 1 and 5(a) of this Lease.

3. TERM AND RENEWAL

(a) The term of this Lease shall commence on the 1st day of January 2025 (the “Effective Date”), and shall end on December 31, 2044 (the “Initial Term”), unless earlier terminated as provided for in this Lease. The term “Lease Year” shall mean that (12)-month period of time commencing January 1 of one year and ending December 31 of the same year.
(b) Tenant shall have the option to renew the term of this Lease for (2) successive renewal terms of (5) years each ("Renewal Term"). Each such option to renew shall be exercised by written notice received by Landlord not later than 90 days prior to the expiration of the then-current term hereof. Each Renewal Term shall be on the same terms and conditions as set forth herein, except as to rent which shall be determined in accordance with Section 4 hereof. If Landlord does not receive notice from Tenant concerning renewal of the Lease as provided in the foregoing sentence, then Landlord shall notify Tenant in writing at least sixty (60) days prior to the expiration date of the Initial Term, or any Renewal Term if previously renewed, of the impending expiration of the then current Lease term and of Tenant’s non-exercise of the renewal option. Following receipt of Landlord’s notice, Tenant shall, for a period of thirty (30) days thereafter, have an additional opportunity to notify Landlord in writing of Tenant’s exercise of the option to renew this Lease.

4. RENT

(a) Effective January 1, 2018, the parties agree that the annual rent under the prior lease shall be adjusted to an amount equal to Tenant’s bid of $38,637, and shall thereafter be adjusted upward annually on the basis of changes in the Consumer Price Index--Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967=100) ("CPI-U") published monthly by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). Changes in the Index shall be recognized only when it increases by at least (5%). This adjustment shall be made effective January 1, 2019, and calculated by comparing the average annual Index reading for 2018 to the average annual Index reading for 2017, subject to the (5%) limitation. For each succeeding year through December 31, 2024, such adjustments shall be made in the manner for each Lease Year until the commencement of the Initial Term with such rent being payable as set out in subparagraph (b) below.

(b) The annual rent for the first Lease Year of the Initial Term beginning on January 1, 2025, shall be the annual rent for the Lease Year ending December 31, 2024, adjusted upward for on the basis of changes in the Consumer Price Index--Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967=100) ("CPI-U") published monthly by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), and the annual rent for each Lease Year thereafter shall be equal to the annual rent for the prior Lease Year ending December 31st increased by the percentage increase in the Index for the preceding calendar year period, more specifically provided as follows:

(1) During each Lease Year of the Initial Term beginning January 1, 2025 through and including the Lease Year ending December 31, 2044, Tenant shall pay annual rent in an amount equal to the annual rent payable during the last calendar year, adjusted upward on the basis of changes in the Consumer Price Index--Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967=100) ("CPI-U") published monthly by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). Changes in the Index shall be recognized only when it increases by at least (5%). The initial adjustment shall be made in January 1, 2025, and calculated by comparing the average annual Index reading for 2024 to the average annual Index reading for 2023, subject to the (5%) limitation,
and such adjustments shall be made for each Lease Year thereafter in the same manner, and the adjusted rental rate shall remain in effect for the succeeding year and until a subsequent adjustment becomes effective.

(2) All rent shall become due and payable by Tenant to Landlord without set off of any kind and without demand commencing on the Effective Date of this Lease and on January 1 of each succeeding Lease Year thereafter. Payment of rent shall be made at The University of Alabama, Office of Land Management and Real Estate Services, Box 870176, Tuscaloosa, Alabama 35487-0176, or at such place as Landlord shall designate from time to time in writing. Beginning January 1, 2046, the annual rent for each year of the First Lease Renewal Term shall be calculated in the same manner as described in paragraph 4(a) above, and shall be calculated by comparing the average annual Index reading for last year of the Initial Term (December 31, 2045) to the average annual Index reading for 2044, subject to the (5%). Similarly, beginning January 1, 2051, the annual rent for each year of the Second Lease Renewal Term shall be calculated by comparing the average annual Index reading for last year of the First Renewal Term (December 31, 2050) to the average annual Index reading for 2049, subject to the (5%). The adjustments made for each Lease Year during the Renewal Term(s) shall be made as described herein, and the adjusted rental rate for each year shall remain in effect for the succeeding year and until a subsequent adjustment becomes effective.

5. USE OF LEASED PROPERTY

(a) Tenant shall have the right to enter into, upon, over, and across the Leased Property and use the Leased Property for the purpose of exercising fishing, hunting, riparian and recreational rights on the lands and lakes constituting the Leased Property, including propagating, protecting, shooting, taking and hunting, game and wildfowl and fishing and for no other purposes whatsoever.

(b) Subject to the limitations specified in Section 2 hereof concerning the Timber Lease, the hunting and fishing rights shall be utilized and exercised only by Tenant, Tenant’s members, staff, employees and guests, and Tenant agrees that it shall not grant permission to the general public to hunt or fish on the Leased Property. Tenant shall comply with all federal and state hunting, fishing, game, boating, and other recreation laws and regulations. Upon expiration or termination of this Lease, the hunting, fishing, riparian, and recreational rights herein granted to Tenant shall terminate.

6. ASSIGNMENT AND SUBLETTING

(a) Each and every sale, pledge, transfer or assignment of this Lease or any part of Tenant’s interest therein and each and every sub-letting of the Leased Property, any part thereof, or any interest therein, shall be null and void unless the prior written consent of Landlord is obtained, which consent Landlord shall not unreasonably withhold; provided, however, that no such assignment or subletting shall violate the use provisions of Sections 2 and 5 hereof. In the
case of any assignment of this Lease or subletting of the Leased Property, Tenant shall continue to
be liable for the performance of all conditions and covenants of this Lease.

(b) During the term of this Lease Landlord shall have the right to sell or convey all or
portions of its interest in the Leased Property without the consent of Tenant, provided that any
such sale or conveyance is made subject to the terms and provisions of this Lease. If Landlord
sells or conveys only a portion of the land comprising the Leased Property, then in that event the
rent paid by Tenant pursuant to Section 4 hereof shall be based upon the number of acres
comprising the Leased Property that remain after the sale or conveyance.

(c) Notwithstanding subsection 6(b) hereof, at any time during the term of this Lease
Landlord may withdraw from this Lease one or more parcels of land consisting of five acres or
less for conveyance or sale to a public utility company for use as substations or for the location of
equipment, facilities, or appurtenances associated with the delivery or provisions of utility services
or for such other purposes that Landlord may determine are in its best interests. In connection
therewith Landlord shall have the right to grant rights of access to such withdrawn parcels. The
withdrawal and conveyance of parcels and grant of access rights thereto pursuant to this subsection
shall not be sold or conveyed subject to the terms and provisions of this Lease. After any such sale
or conveyance the rent paid by Tenant pursuant to Section 4 hereof shall be based upon the number
of acres comprising the Leased Property that remain after the sale or conveyance.

7. TIMBER AND FOOD PLOTS

(a) Tenant shall not cut any timber or trees on the Leased Property lands without the
prior written consent of the Landlord. Tenant agrees to pay Landlord the value of any tree cut
without Landlord’s consent, said value to be determined by Landlord’s forester. Repeated
unauthorized cutting of trees shall constitute an event of default hereunder and shall entitle
Landlord to terminate this Lease in the manner provided for in Section 10 hereof for non-payment
of rent.

(b) During the term hereof, Tenant shall have the right to plant for wildlife food plots
no larger than one acre each such parts of the Leased Property as are naturally devoid of growing
timber or such other parts of the Leased Property as are selected by Tenant with the prior consent
of Landlord and the tenant under any timber lease.

8. CONDEMNATION

(a) If, as a result of condemnation, the whole of the Leased Property is taken, or such
portion is taken as will make the remaining land unusable for the purposes herein described in the
judgment of Tenant reasonably exercised, Tenant shall have the option to terminate this Lease by
giving thirty (30) days written notice to Landlord of Tenant’s election to terminate. In the event of
such election by Tenant, this Lease shall terminate and the term hereby granted shall cease, and
annual rent shall be accounted for as between Landlord and Tenant as of the date of termination.

(b) If a lesser portion of the Leased Property than that above provided for be
condemned by any such condemning authority, or if Tenant does not exercise its option to
terminate this Lease as provided for in subsection 8(a) hereof, then this Lease shall not terminate,
but shall remain in full force and effect. In the event any portion of the Leased Property is taken
and this Lease is not terminated, then the amount of the annual rent herein provided shall be reduced effective on the date when possession is taken by such condemning authority in proportion to the amount of the Leased Property taken, and a pro-rata portion of the amount of the reduction for the then current Lease Year in which the taking occurs shall be applied as a credit against the annual rent due and payable in the next Lease Year.

(c) In the event of the partial or complete taking of the Leased Property by condemnation, or upon a transfer of the Leased Property or a part thereof under a threat of condemnation, Tenant shall not be entitled to participate in any and all awards or proceeds for the taking or threatened taking of the Leased Property.

9. **INDEMNITY AND LIABILITY INSURANCE OF TENANT**

(a) Tenant will indemnify and hold harmless Landlord, its officers, agents and employees, from and against all claims of any person, corporation, firm, or entity for any and all damage or injury to person or property due to, arising from, or attributable to the negligence or willful acts or omissions of Tenant, its officers, agents, employees, contractors, guests, and invitees while on the Leased Property, including any claims arising from or in connection with the Tenant’s entry upon, across, into, or over the Leased Property, its use of the Leased Property, or its exercise on a Leased Property of the rights and privileges herein granted. Tenant also covenants and agrees, at its sole cost and expense, to save harmless the Landlord and the Landlord’s officers, agents and employees from and against all costs, counsel fees (including the cost of the services of Landlord’s in-house counsel), expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action or proceeding is brought against the Landlord, or against any of the Landlord’s officers, agents or employees, by reason of any such claim, Tenant upon notice from the Landlord will resist and defend such action or proceedings by qualified counsel.

(b) Throughout the term of this Lease Tenant will, at its own expense, maintain public liability insurance against bodily injury with limits of not less than One Million Dollars ($1,000,000) per person or accident, and against property damage with limits of not less than One Hundred Thousand ($100,000), insuring against claims arising out of or as a result of any accidents or activities on the Leased Property or from Tenant’s use and occupancy of the Leased Property and to have said insurance so written and endorsed as to name Landlord as an additional insured. Tenant will deliver to Landlord a certificate or memorandum of such insurance.

(c) Tenant agrees to indemnify and hold harmless the Landlord and Landlord’s officers, officials, employees, and agents from and against any and all claims for damages or losses of whatsoever kind asserted by any tenant under any timber lease against Landlord resulting from or caused by the negligent or willful acts or omissions of Tenant or Tenant’s employees, agents, contractors, guests, licensees, and invitees.

(d) To the extent of any claims not included within the immunity afforded by Article 1, Section 14, of the Constitution of Alabama and the eleventh amendment of the United States Constitution, Landlord shall indemnify and hold harmless Tenant from and against claims and expenses resulting directly from the negligent or willful acts or omissions of Landlord; provided such claim did not result from any negligence or willful acts or omissions of Tenant.
10. DEFAULT BY TENANT

(a) In the event Tenant shall default in the payment of any rent herein reserved, when payable, and fails to cure such default within twenty (20) days after receipt of written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of rent, and fails to cure such default within thirty (30) days after written notice of default from Landlord; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceeding under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant’s effects in the Leased Property should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof, then, and in any of said events, Landlord, at its option, may (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end and the hunting, fishing, riparian, and recreational rights herein granted to Tenant shall terminate. Upon such termination, Landlord, may remove all of Tenant’s effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. Should the time reasonably required for correcting or removing the cause of any such default by Tenant (other than the payment of rent) under this Lease be a longer period than thirty (30) days, then there shall be no default if Tenant, promptly after receipt of notice from the Landlord to correct said default, takes steps to correct the same, prosecutes the work continuously and with all reasonable dispatch to effect compliance with this Lease, and completes curing the cause of default within a period of not more than ninety (90) days.

(b) Tenant agrees to pay Landlord its reasonable attorney’s fees, including the cost of the services of Landlord’s in-house counsel, incurred by Landlord in connection with the enforcement of its rights under this Lease.

11. TAXES

Landlord is a constitutional instrumentality of the State of Alabama, and its lands are not subject to ad valorem taxes. Tenant shall pay all other taxes, public dues, charges, assessments, or impositions which may be levied or against the Leased Property as a result of Tenant’s use of the Leased Property for the purposes herein described and any of Tenant’s improvements thereon during the term of this Lease.

12. TENANT’S FIXTURES AND EQUIPMENT

Tenant shall obtain the Landlord’s written consent prior to installing fixtures, personal property, and other moveable equipment on the Leased Property. All fixtures, personal property and other moveable equipment installed on the Leased Property by Tenant at its expense at any time or times during the term of this Lease shall belong to and remain the property of Tenant. If Tenant is not in default hereunder, Tenant shall have the right to remove its personal property either prior to or during the term of this Lease, provided Tenant shall repair all physical damage
to the Leased Property caused by such removal. Any fixtures, movable equipment or other personal property belonging to Tenant that are not removed from the Leased Property within thirty (30) days from the termination or expiration date of this Lease shall be deemed abandoned by Tenant and Landlord shall have the right to dispose of such property in any manner it deems appropriate.

13. IMPROVEMENTS

Tenant shall not place, erect, install, or construct any permanent building, structure, or other facilities or any road or fences (hereinafter “Improvements”) on the Leased Property without the prior written consent of the Landlord; provided, however, that Tenant shall maintain the existing, and any future placed, erected, installed or constructed, roads, fences, gates or other infrastructure on the Leased Property in working order consistent with customary practice for comparable hunting properties. In the event Tenant fails to maintain such roads, fences, gates or other infrastructure on the Leased Property as required by this Section 13, Landlord may upon ten (10) days’ prior written notice to Tenant (except no notice shall be required in the case of an emergency), enter the Leased Property and perform such maintenance on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all reasonable costs incurred in performing such maintenance. Landlord may withhold its consent to the erection or construction of any Improvements should the requested Improvement interfere with, conflict with, or have an adverse impact on past, present, or future timber management activities or timber harvesting on the Leased Property pursuant to any Limber lease or any forestry operations conducted by Landlord. Upon the expiration or termination of this Lease all permanent Improvements made or placed on the Leased Property shall belong to the Landlord without any obligation on the part of the Landlord to compensate Tenant for the cost or value of any such permanent Improvements.

14. NOTICES AND RENTAL PAYMENTS

Any notice required or permitted by this Lease to be given by either party to the other shall be in writing and may be either personally delivered or sent by Registered or Certified Mail, properly addressed to the said party at the last known address of the principal place of business of such addressee and deposited in the United States Post Office, and the date of so depositing shall be deemed the date of giving such notice. Until written notice from Tenant to the contrary, all notices to the Tenant shall be addressed to it at its address: __________________________________________, Attention: __________________________. Until written notice from Landlord to the contrary, all notices to the Landlord shall be addressed to it at: Office of Land Management and Real Estate Services, The University of Alabama, Box 870176, Tuscaloosa, AL 35487-0176. Rent shall be paid to the Landlord and shall be sent to the following address: Office of Land Management and Real Estate Services, The University of Alabama, Box 870176, Tuscaloosa, AL 35487-0176.

15. LANDLORD’S DEFAULT

The Landlord further covenants with the Tenant that if Landlord shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed, and such default shall continue for thirty (30) days after written notice thereof is given by Tenant to Landlord, or such additional time (not to exceed ninety (90) days) necessary due to the nature of the default, then, and in addition to all other remedies or courses of action now or
hereinafter provided herein or by law or equity, Tenant may, at its option among other things, cancel and annul this Lease or make the payment which Landlord has not made or should have made, or remedy the condition or need referred to in such notice and deduct Tenant’s actual cost or the amount of the payment from subsequent payments of annual rent.

16. PREVENTION OF FIRE AND DAMAGE TO TREES AND LAKES

Tenant agrees to conduct its activities and operations in such a manner as to prevent damage and injury to timber and trees and to lakes located on the Leased Property. Tenant agrees to use all reasonable precautions against starting fires on the Leased Property. If a fire should start on the Leased Property, Tenant shall immediately notify the State Division of Forestry, any timber lessee and Landlord of the location of the fire and undertake reasonable means to extinguish the fire. Tenant shall be responsible to Landlord for any losses resulting from forest fires started by the activities of its staff, guests, contractors, licensees and invitees, if caused by the negligence or willful acts of the same. Should fire, drought, disease, insect, blight, wind, hurricane, or any other casualty or catastrophe damage or destroy timber, trees, or lakes on the Leased Property, Landlord shall have no obligation to replant or restore the damaged or destroyed trees, timber, or lakes.

17. GENERAL PROVISIONS

(a) This Lease, together with all its covenants, conditions and provisions, shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, successors and assigns, and shall constitute the entire agreement between the parties.

(b) This Lease may be amended only by a writing executed by duly authorized representatives of each of the parties hereto.

(c) Personal pronouns wherever used herein shall be deemed to include male and female, singular and plural, and refer to a corporation, partnership, or individual, as may fit the particular parties in the context of this Lease.

(d) This Lease shall be construed under the laws of the State of Alabama.

(e) Wherever the consent of the Landlord is prescribed by the terms of this Lease, said consent is not to be unreasonably withheld, unless the provision provides otherwise.

(f) Throughout the term of this Lease Tenant, at its sole cost and expense, shall promptly comply with all applicable laws, ordinances, and regulations relating to or affecting the Leased Property, or the improvements thereon or Tenant’s operations thereon.

(g) Tenant agrees for itself, its successors and assigns, that Tenant and such successors or assigns shall not discriminate upon the basis of race, color, national origin, sex, religion, handicap, age, or disability in the use of the Leased Property or any improvements erected thereon.

(h) Nothing in this Lease shall be deemed or construed as creating a partnership, joint venture or landlord-tenant relationship between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of the Tenant or any other party.
18. **FUTURE TIMBER LEASES**

Nothing in the Lease shall prevent or prohibit Landlord itself, or through contracts or leases with others, from engaging in or utilizing all or any portion of the Leased Property for the cultivating and cutting of trees, timber, and other forest products and otherwise for carrying on forestry operations of any kind or character during the term hereof. By way of example, but not limitation, forestry operations shall include the unrestricted right to cut, to deaden, and to remove from the Leased Property all or any trees, timber, stumps, or vegetation of every size and species, to construct and maintain upon the Leased Property buildings, roads, railroads, fences, fire towers, and facilities of every kind and nature as may be convenient or necessary in the conduct of forestry operations, together with pertinent loading, unloading, storage, production, processing, and manufacturing facilities for use in connection therewith.

19. **ENVIRONMENTAL COVENANT**

Tenant shall not allow any toxic, hazardous or contaminated substances or gases (including but not limited to asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulations, contamination, clean-up or disclosure such as, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Toxic Substances Control Act ("TSCA") or state superlien or environmental clean-up or disclosure statutes as all such acts and statutes exist now or are hereafter amended (such acts and statutes referred to herein as "Environmental Laws") (such substances or gases referred to herein as "Hazardous Substances") to exist or be stored, located, discharged, possessed, managed, processed or otherwise handled on the Leased Property in any manner which would be in violation of the Environmental Laws without specific prior written consent of Landlord. Tenant shall comply with all Environmental Laws affecting the Leased Property. Tenant covenants, at its cost, to hold Landlord harmless from and against any Joss, cost, damage or expense (including attorney’s fees and expenses) arising out of the presence of Hazardous Substances (as herein above described) on or about the Leased Property or the violation of any Environmental Laws with respect thereto, the occurrence of which Hazardous Substances on the Leased Property or the violation of any Environmental Laws arises from the acts or omissions of Tenant, its agents, invitees and employees. This indemnity shall survive the termination of this Lease and shall inure to the benefit of Landlord, its successors and assigns.

20. **CANCELLATION BY TENANT**

At any time and for any reason Tenant may terminate the Lease by giving Landlord fourteen (14) days’ advance written notice of cancellation.

21. **NO LEASEHOLD CREATED.**

Notwithstanding anything to the contrary herein, the parties hereto agree that this instrument is neither intended to nor does it grant or convey an estate in the Leased Property, but rather it is the parties’ intent, and they hereby agree, that this instrument creates a license coupled
with an interest in the lands, which is revocable only upon the default by Tenant and failure to cure after notice in accordance with the provisions of Section 10 of this instrument, and for all purposes is to be interpreted and construed as such.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on this the day and date first above written.

LANDLORD:

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ALABAMA,
a corporation

By _____________________________
Lynda Gilbert
Vice-President for Financial Affairs and
Treasurer
The University of Alabama
Tuscaloosa, Alabama

STATE OF ALABAMA    
TUSCALOOSA COUNTY    

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Lynda Gilbert, whose name as Vice President for Financial Affairs and Treasurer of The University of Alabama, Tuscaloosa, Alabama, a division of The Board of Trustees of The University of Alabama, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the forgoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ___ day of ______, _____.

__________________________________________________________________________
Notary Public
My Commission Expires: ____________________________
TENANT:

FIVE STAR PRESERVE, LLC
An Alabama Limited Liability Company

By __________________________
[NAME]
Title

STATE OF ALABAMA  )
_________ COUNTY  )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that __________________________ whose name as __________________________, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily __________________________ as member of said company.

Given under my hand and official seal this the ___ day of ______, ____.

______________________________
[NOTARIAL SEAL]
Notary Public
My Commission Expires: __________________________
### EXHIBIT A
#### LEASED PROPERTY

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SEC.</th>
<th>TWP.</th>
<th>RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>E 1/2 of NE 1/4; SW 1/4;</td>
<td>2</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>SE 1/4</td>
<td>3</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>NE 1/4; SE 1/4; SE 1/4 of SW 1/4, except a strip 3 1/3 chains wide east</td>
<td>10</td>
<td>22 N</td>
<td>20 E</td>
</tr>
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<td>and west across the west side thereof.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All of Section</td>
<td>11</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>S 1/2 of Section</td>
<td>12</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>That part of Section 13 described as follows: Begin at a point 37.25</td>
<td>13</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>chains east of the northwest corner of Section 13; thence south 62.84</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>chains to the center of Blackmon Creek; thence down said creek in an</td>
<td></td>
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<tr>
<td>easterly and southeasterly direction to the point where the same</td>
<td></td>
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<td></td>
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<tr>
<td>intersects the south boundary of the N 1/2 of SE 1/4 of the said</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Section 13; thence east to the southeast corner of the N 1/2 of SE 1/4</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>of said section; thence north to the northeast corner of said Section</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>13; thence run west along the north boundary thereof to the point of</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>beginning, all of said property lying and being in Township 22 North,</td>
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<tr>
<td>Range 20 East, Coosa County, Alabama.</td>
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</tr>
<tr>
<td>That part of the N 1/2 of N 1/2 of Section 14 described as follows:</td>
<td>14</td>
<td>22 N</td>
<td>20 E</td>
</tr>
<tr>
<td>Begin at a point 9 chains west of the northeast corner of Section 14;</td>
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<tr>
<td>thence south 15 chains and 28 links; thence west 36.3 chains; thence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>north 10 chains; thence west 14.7 chains; thence north 5.28</td>
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<td></td>
</tr>
</tbody>
</table>
DESCRIPTION

chains; thence east to point of beginning.

N 1/2 of the NE 1/4; and that part of the NE 1/4 of NW 1/4 described as follows: Begin at a point 23 1/3 chains east of the northwest corner of Section 15, thence east to the northeast corner of NW 1/4 of said Section 15; thence south 10 chains; thence west 16 2/3 chains; thence north 10 chains to the point of beginning.

That part of the SW 1/4 of SW 1/4 located south of the paved county road.

SE 1/4

NE 1/4, E 1/2 of SE 1/4

NE 1/4; SW 1/4; S 1/2 of NW 1/4; NE 1/4 of NW 1/4; that part of the NW 1/4 of NW 1/4 lying south of the paved county road.

LESS AND EXCEPT THE FOLLOWING:

1. Less Rights of Ways to Coosa County and to the State of Alabama for state and county roads.

2. Less Spivey Cemetery located in Section 13, Township 22 North, Range 20 East.

3. A parcel of land in the SE 1/4, Section 12, and in the NE 1/4 of the NE 1/4, Section 13, Township 22 North, Range 20 East, Coosa County, Alabama, more particularly described as follows: Begin at the NE corner of the SE 1/4 of the SE 1/4, Section 12, Township 22 North, Range 20 East, thence south 3 deg. 00 min. east along the Section line 972 feet; thence south 88 deg. 00 min. west 241.5 feet to point of beginning of parcel herein described; thence north 28 deg. 45 min. west, 1,230.4 feet to a point on South right of way line of Alabama Highway No. 22; thence south 43 deg. 45 min. west along said highway right of way line, 1,100 feet; thence south 47 deg. 38 min. west along said highway right of way line 165.1 feet; thence south 38 deg. 33 min. east, 1,065 feet; thence north 51 deg. 27 min. east, 1,040 feet to the point of beginning.
4. A parcel of land in the SW 1/4 of SE 1/4 of Section 12, Township 22 North, Range 20 East, Coosa County, Alabama, more particularly described as follows: Begin at the NE corner of SE 1/4 of SE 1/4; thence south 3 deg. 0 min. east along section line 972 feet; thence south 88 deg. 0 min. west, 241.5 feet; thence North 28 deg. 45 min. West, 1230.4 feet; thence north 26 deg. 45 min. west, 1230.4 feet to a point on the South right of way line of Alabama Highway No. 22; thence south 43 deg. 45 min. west along said highway right of way 1100 feet; thence south 47 deg. 38 min. west along said highway right of way 165.1 feet to a point of beginning of parcel herein described (the same being the NW corner of parcel deeded by The Board of Trustees of The University of Alabama to The Industrial Development Board of the Town of Rockford by deed dated October 11, 1972, recorded in Deed Book 61, page 604 of Probate Office of Coosa County, Alabama); thence south 38 deg. 33 min. east, 30 feet; thence south 47 deg. 38 min. west, 30 feet; thence north 38 deg. 33 min. west, 30 feet to said highway right of way; thence north 47 deg. 38 min. east, 30 feet along said highway to point of beginning.

5. Commence at the SE corner of Section 12, Township 22 North, Range 20 East, Coosa County, Alabama; thence run north 02 deg. 47 min. 34 sec. west along the east line of said section 12 a distance of 352.47 feet to the point of beginning; thence from the point of beginning, run south 88 deg. west a distance of 247.25 feet; thence North 28 deg. 45 min. west a distance of 1230.40 feet to a point on the Southeast right of way of Alabama Highway No. 22; thence run North 43 deg. 26 min. 10 sec. East along said Highway No. 22 right of way a distance of 412.65 feet to a point of curvature; thence run 545.05 feet along a curve concaved southeasterly and having a chord of north 55 deg. 44 min. 26 sec. east, 541.72 feet; thence continue along said Highway No. 22 right of way north 65 deg. 24 min. 27 sec. east a distance of 27.72 feet to a point on the East line of said Section 12; thence along the East line of said Section 12, south 02 deg. 47 min. 34 sec. east a distance of 1688.23 feet to the point of beginning. Lying in the SE 1/4 of Section 12, Township 22 North, Range 20 East, Coosa County, Alabama.

6. Starting at the NE corner of the SE 1/4 of SE 1/4, Section 12, Township 22 North, Range 20 East; thence run south 3 deg. 00 min. east along section line 972 feet; thence run south 88 deg. 00 west, 214.5 feet; thence run south 51 deg. 27 min. west, 1040 feet to the point of beginning of land herein described; thence continue south 51 deg. 27 min. west, 1200 feet; thence run north 38 deg. 33 min. west, 1200 feet, more or less, to the South right of way of State Highway No. 22; thence run northeasterly along said right of way, 1,225 feet, more or less, to the NW corner of property described in deed record 61 page 600-603 in the Office of the Judge of Probate, Coosa County, Alabama; thence run south 38 deg. 33 min. east, 1,065 feet to the point of beginning. Located in the SE 1/4 of Section 12 and in the NE 1/4 of Section 13, all in Township 22 North, Range 20 East, Coosa County, Alabama.

7. (Coosa Transmission Substation Site) A parcel of land in the Southwest Quarter of the Southeast Quarter, Section 12, Township 22 North, Range 20 East, Coosa County, Alabama, more particularly described as follows: Commence at the northwest corner of Section 12, Township 22 North, Range 20 East, Coosa County, Alabama, and run southerly
2,683.1 feet along the west section line of said Section 12 to a point; thence turn an angle to the left of 61 deg., 41 min. and run 3,982.4 feet in a southeasterly direction to a point, such point being the point of beginning of the parcel of land herein described; from said point of beginning turn an angle to the left of 90 deg. 00 min. and run in a northeasterly direction 35.0 feet to a point; thence turn an angle to the right of 90 degrees 00 min. and run 108.0 feet in a southeasterly direction to a point; thence turn an angle to the right of 90 deg. 00 min. and run in a southwesterly direction 70.0 feet to a point; thence turn an angle to the right of 90 deg. 00 min. and run 108.0 feet in a northwesterly direction to a point; thence turn an angle to the right of 90 deg. 00 min. and run 35.0 feet in a northeasterly direction to a point; such point being the point of beginning of the parcel of land herein described.
RESTRICTED APPRAISAL REPORT
MARKET LEASE ANALYSIS
HUNTING LEASE-COOSA COUNTY

PROPERTIES APPRAISED

ANN JORDAN FARM HUNTING TRACT
OWNED BY: THE BOARD OF TRUSTEES
UNIVERSITY OF ALABAMA

PREPARED FOR

MARK BEELER
UNIVERSITY FORESTER AND REAL ESTATE MANAGER
LAND MANAGEMENT AND REAL ESTATE SERVICES
UNIVERSITY OF ALABAMA
P. O. BOX 870176
TUSCALOOSA, ALABAMA 35487

EFFECTIVE DATE OF APPRAISAL: NOVEMBER 3, 2017
DATE OF REPORT: NOVEMBER 6, 2017
November 6, 2017

Mr. Mark Beeler
University Forester and Real Estate Manager
Land Management and Real Estate Services
University of Alabama
P. O. Box 870176
Tuscaloosa, Alabama 35487

Subject: Market Hunting Lease Appraisal of the Ann Jordan Farm Hunting Tract located in Coosa County, Alabama and owned by The Board of Trustees, University of Alabama.

Dear Mr. Beeler:

In accordance with your request, we have completed a Market Lease analysis of the hunting rights for the property mentioned above. The property considered in the analysis is a tract undeveloped timberland containing approximately 2,916 acres according to the Hunting Rights Lease Agreement furnished by the Client.

Appraisal instructions were to estimate the Fair Market Hunting Lease Rate for the subject tract.

This appraisal has been made subject to the Contingent and Limiting Conditions and the Certification of the appraisers contained herein.

The real property appraisal was developed in accordance with Standards Rule 1 of the Uniform Standards of Professional Appraisal Practice (USPAP). It is being reported as a “Restricted Appraisal Report” in accordance with Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice (USPAP). A “Restricted Appraisal Report” is designed for the Client’s use only and may not provide sufficient details for a non-client to understand the reasoning used to derive an opinion of value for the property under appraisement.

This report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
The following appraisal report contains information about the subject property and surrounding area as well as the market data used in reaching an estimate of Market Hunting Rights Lease and the appraisal methods used in arriving at that value.

The estimated annual Market Hunting Rights Lease rate for the subject property as of November 3, 2017 is $38, 637 or $13.25 per acre.

Respectfully Submitted;

**VALBRIDGE PROPERTY ADVISORS | ALABAMA-NW FLORIDA**

Michael W. Thompson  
Certified General Real Property Appraiser  
Alabama License Number G00494  
License Expires September 30, 2019  
*mthompson@valbridge.com*
LOCATION MAP
Ann Jordan Farm Hunting Tract
Coosa County, Alabama
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF THE UNIVERSITY FOUNDATION

In accordance with the provisions of the Alabama Non-Profit Corporation Act, the undersigned President and Secretary of The University Foundation, a corporation organized and existing under the laws of the State of Alabama under its Articles of Incorporation cited with the Probate Judge of Tuscaloosa County, Alabama, and recorded in Book 60, beginning on page 609, hereby amend and restate said Articles:

FIRST: The name of the Corporation is The University Foundation.

SECOND: The period of duration of the Corporation shall be perpetual unless sooner terminated by the directors under the provisions hereinafter set out or as many be permitted under the law of Alabama.

THIRD: This Corporation is organized exclusively for educational, scientific, and charitable purposes, and specifically to assist and aid The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of The State of Alabama incorporated by statute (herein referred to as the “University”) in fulfilling and performing its educational, research, and public service programs and activities, and such purposes shall also include the making of distributions to the University or any of its approved support organizations that qualify as exempt organizations under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law). Notwithstanding any other provision contained in these Articles, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future Untied States Internal Revenue law). Subject to the foregoing limitations and restrictions, and without limitations upon the general purpose of the Corporation as previously expressed, or upon the general powers granted nonprofit corporations by the law of The State of Alabama, the Corporation shall have the following limitations and powers:

A. To assist, support, and foster the broad educational, research and public service programs, opportunities, and activities of the University to its students, faculty, and alumni by
encouraging gifts for purposes other than those for which the State of Alabama ordinarily makes appropriations, and to receive, hold, and administer such gifts.

B. To receive, administer, and maintain various funds or accounts established or maintained by or on behalf of the University or others to serve the programs and activities of the University, and to apply the income and principal thereof and to make expenditures therefrom to promote the purposes of such funds but only as related to University functions and programs and only in furtherance of the exempt purposes and powers of this Corporation.

C. To accept, hold, invest, reinvest, and administer any gift, bequest, devise, trust, distribution or benefit out of or from a trust, and property of any kind, without limitations as to amount or value, or to refuse the same, and to use, disburse, or donate the income or principal thereof for exclusively educational, charitable, or scientific purposes as limited herein.

D. To give, convey, assign, lease, or loan any of its property of any kind whatsoever upon any terms to the University or any organization which directly or indirectly supports the University of its programs or activities, provided that such organization is organized and operated exclusively for educational, charitable, or scientific purposes and qualifies as an organization exempt from income tax under Section 501 (c)(3) of The Internal Revenue Code of 1954 (or the corresponding provision of any future United State Internal Revenue law); and provided further that such transfers, to the extent permitted under the laws of The United States and The State of Alabama, shall be exempt from gift, transfer, or other excise taxes imposed by The United States and The State of Alabama.

E. To receive, administer, and maintain (separately, if it so desires) funds for educational, scientific, and charitable purposes and to that end, to take and hold by bequest, devise, gift, grant, donation, purchase, lease, or otherwise, either absolutely or jointly with any other person, corporation, partnership, or association of any kind whatsoever, any property (real, personal, tangible, intangible, or mixed) or any undivided interest therein, without limitation as to amount or value; to sell, convey, give, loan, transfer, or otherwise dispose of such property and to invest, reinvest, or deal with the principal or income thereof in such manner as, in the exclusive judgment of the directors, shall best promote the purposes of the Corporation without limitation except as set out in these Articles of Incorporation.

F. To acquire by lease, option, purchase, gift, donation, grant, devise, conveyance, or otherwise, and to hold, enjoy, possess, rent, lease, mortgage, pledge, and sell lands or any interest therein as may be deemed by the directors to be in the interest of the Corporation or the University; to acquire by lease, option, purchase, gift, donation, grant, bequest, transfer, or otherwise, and to hold, enjoy, possess, pledge as security, encumber, mortgage, sell, or transfer, or in any manner
dispose of personal property or choses in action of any class or description whatsoever; to retain
any property, investment, or securities originally received by the Corporation or thereafter
acquired by it, so long as the directors of the Corporation shall consider the retention thereof
desirable; to invest, and reinvest any and all funds coming into the hands of the Corporation on
any account whatsoever in such property, investment, or securities as the directors of the
Corporation may deem advisable, in their absolute discretion, however doubtful or hazardous
or limited the description or nature of such property, investments, or securities so retained or
acquired may be and whether or not the same are currently producing income and whether or
not they are authorized or deemed proper for investment of trust funds under the Constitution,
states, or Judicial decisions of The State of Alabama or The United States; to register any shares
of stock, certificates of interest, bonds, or other securities of any corporation, trust, or
association, or any choses in action, in the name of a nominee; to convert real property owned
by the Corporation into personal property and personal property into real property, and to
improve the same, and to abandon any property which the directors of the Corporation deem
to be without substantial value; to manage and control any shares of stock, certificates of
interest, bonds, or other securities of any corporation, trust, or association at any time acquired
in any way by this Corporation and with respect to the same to concur in any plan, scheme, or
arrangement for the consolidation, merger, conversation, recapitalization, reorganization, or
dissolution, or the lease, sale, or other disposition of the properties of any such corporation,
trust, or association, the securities of which are held by this Corporation, and as owner thereof
to vote any such stock or security and exercise any and all other rights of ownership with respect
thereto.

G. Notwithstanding any implication to the contrary that may be contained herein, to refuse to
accept any gifts, donations, bequests, or devises for any reason whatsoever or for no reason.

H. To issue notes, bonds, or other obligations of any kind whatsoever (including purchase and
option obligations) and notes, bonds, or other obligations of any kind whatsoever on behalf of
the University when specifically authorized to do so by the Board of Trustees of the University
so that interest paid on the same shall be exempt from the gross income of the recipient under
the provisions of Section 103 of the Internal Revenue Code of 1954 (or the corresponding
provision of any future United States Internal Revenue law).

I. To do and perform such other things and all other acts which are incidental, proper, or necessary
or which come legitimately within the scope of any of the foregoing objects, powers, and
purposes or which may be necessary or appropriate for the carrying out and accomplishment
of any and all of the foregoing objects, powers, and purposes. In addition to the objects, powers,
and purposes set out herein, the Corporation shall have the power to conduct and carry on any business or activity and perform any act not prohibited by law or required by law to be specifically stated in these Articles of Incorporation, subject however, to the limitations contained herein relating to the exempt status, functions, and purposes of this Corporation as initially set out in this **THIRD** section.

J. Anything contained herein to the contrary notwithstanding, the Corporation shall not be organized, operated, or maintained for private profit, and no part of the assets, income, or net earnings of the Corporation shall at any time inure to the benefit of, or be distributable to, any of its members, officers, directors, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments, loans, and distributions in furtherance of the exempt purposes set forth in this **THIRD** section. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

K. The Corporation shall not exist or operate as a “private foundation” as defined by section 509 (a) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law) and in that respect, the Corporation is organized and at all times shall be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the University, which is an educational organization described in Section 170 (b)(1)(A)(ii) and a governmental unit described in Section 170 (b)(1)(A)(v) of the Internal Revenue Code of 1954 and shall be operated in connection with the University. To that end, the Corporation is organized and shall be operated exclusively to receive, hold, invest, and administer property and to make expenditures to and for the benefit of the University. Provided, however, that nothing contained in this sub-paragraph (K) shall be construed to prevent the directors of the Corporation from amending these Articles of Incorporation or otherwise operating the Corporation so that it shall not be a private foundation under any other classification contained in the Internal Revenue Code as it presently exists or as it may be amended in the future.

**FOURTH:** The Corporation shall have no members or classes of members and shall no issue certificates evidencing membership therein; however, this provision shall not prevent the issuance of receipts, certificates of appreciation, acknowledgments of contributions, or other certificates, acknowledgments to or agreements with donors, transferors, or others; nor shall it prevent the issuance of “membership certificates” in the various funds owned or operated by the Corporation from time to time.
Such “memberships” shall be honorary only and shall not create or provide rights of ownership, control, or management in the Corporation, nor any right, interest, or obligation of any kind whatsoever in the holder thereof.

**FIFTH:** Full control and management over the activities and affairs of the Corporation shall be vested in the Corporation’s Board of Directors. The number of directors of this Corporation, including those serving in an ex officio capacity, shall be fixed by the bylaws and may be increased or decreased from time to time by amendments to the bylaws.

The individuals serving as directors by virtue of their positions with the University shall be designated as “ex officio directors.” Any additional directors provided for in the bylaws of the Corporation shall be designated either as ex officio directors (if they serve by virtue of their official position with the University) or as directors at large if they are elected as a director in their individual capacity rather than in a capacity as a trustee, official, officer, or employee of the University. There shall be no distinction as to vote, control, or management between ex officio directors and directors at large; this distinction shall be recognized only for the purpose of establishing and continuing the composition of the Board of Directors.

In the event that any ex officio directors should die or resign from or become incapacitated in the position with the University that entitles them to membership of this Board of Directors, then the persons assuming their office or duties with the University shall immediately become a member of the Board of Directors.

**SIXTH:** Dissolution of the Corporation shall occur only after a meeting of the Board of Directors at which a resolution to dissolve is adopted by a vote of a majority of the directors in office. Thereafter all liabilities and obligations of the Corporation shall be paid, satisfied, and discharged, or adequate provisions shall be made therefor. Any assets remaining thereafter shall be disposed of according to a plan of distribution to be adopted at said meeting of the Board of Directors upon a vote of a majority of the directors in office, but subject to the following priorities and limitations:

A. Assets held by the Corporation upon condition requiring return, transfer, or conveyance which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements.

B. All other assets of the Corporation shall be disposed of exclusively for the purposes for which the Corporation was formed namely, for the use and benefit of the University, so that all remaining assets will be transferred or conveyed to the University or to one of the supporting organizations of the University organized and operated exclusively for educational, charitable, or scientific purposes to serve the University and qualifying as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law).
SEVENTH: The principal and registered office of the Corporation shall be as follows:

The University Foundation

500 University Boulevard East

Tuscaloosa, Alabama 35401

The resident agent of the Corporation shall be as follows:

Attn. General Counsel

The University of Alabama System

500 University Boulevard East

Tuscaloosa, Alabama 35401

EIGHTH: The Corporation shall make and alter at its pleasure such bylaws and may amend these Articles of Incorporation as it may deem to be helpful or necessary in the conduct of its business and as may be approved by the Board of Trustees of the University or its Executive Committee. The initial bylaws shall be adopted by an affirmative vote of at least two-thirds of the directors in office. Thereafter, the power to amend, alter, or repeal the bylaws, adopt new bylaws, or amend these Articles of Incorporation, shall remain vested with directors upon the vote of at least a majority of the directors in office and upon the approval of the Board of Trustees of The University or by its Executive Committee.

The University Foundation

By: ____________________________

Its President

By: ____________________________

Its Secretary
AMENDED AND RESTATED
BYLAWS OF
THE UNIVERSITY FOUNDATION

ARTICLE I
NAME, SEAL, AND OFFICES

A. Name: The name of this non-profit corporation is “The University Foundation” (hereinafter “Foundation”).

B. Seal: The seal of the corporation shall be circular in form and shall bear on its outer edge the words “The University Foundation, an Alabama non-profit corporation,” and in the center thereof, the words “Corporate Seal” or words of similar import. The Board of Directors may change the form of the seal or the inscription thereon or eliminate the usage thereof entirely exclusively at its pleasure.

C. Office: The principal office of the corporation shall be in the office of the principal financial officer in the Office of the Chancellor, Tuscaloosa, Alabama, which is presently located at 500 University Blvd. East, Tuscaloosa, Alabama 35401. The corporation may have such additional offices at such other places as the Board of Directors may from time to time select or as may be required in the operation of the corporation in performing its purposes.

ARTICLE II
BOARD OF DIRECTORS

A. Control: The entire management and control over the activities, affairs, business and property of the corporation shall be completely and absolutely vested in its Board of Directors (herein referred to as “the Board of Directors”).

B. The Board shall adopt and periodically review a conflict of interest policy to protect the Foundation’s interests from impermissibly benefitting a director, officer, employee, affiliate, or member of a committee with board-delegated powers, and the Board shall also adopt such other policies as it determines to be in the Foundation’s best interest. Number of Directors: The Board of Directors of the corporation shall consist of not less than four (4) individuals to be named or elected as hereinafter provided. Subject to the minimum limitation of not less than four (4) directors, the number thereof may be increased or decreased from time to time by amendment to these Bylaws in the manner hereinafter provided. No decrease in number shall have the effect of shortening the term of any incumbent director so that upon a decrease, each director in office shall serve until his or her term expires or until her or her resignation or removal has been accomplished as provided herein.

C. Election, qualifications and term: The individuals occupying the following positions with the University (including those serving as acting or temporary officials of the University) shall serve as directors of the corporation, but only during their terms of office with the University: the President Pro Tempore of The Board of
Trustees of the University of Alabama; the Chair of the Finance Committee of the Board of Trustees; the Chancellor of the University; the Secretary of the Board of Trustees; or the person holding comparable responsibilities.

The four (4) individuals serving as directors by virtue of their positions with the University as aforesaid shall be designated “ex-officio directors.”

Upon the death or resignation of any ex-officio director, the person assuming that office or duty with the University shall replace the deceased or resigned individual as a member of the Board of Directors. Should an ex-officio director fail, refuse or be unable to serve as a director for any reason while still retaining and fulfilling the position with the University that entitles him to such membership, the Board of Directors may elect any other person to fill that position but only until the designated position with the University is filled by an official who is able to and does desire to serve as a director. Once a director has been named, he or she shall continue in office and exercise full powers thereof until a successor has been named.

Any ex-officio director may be removed from office by a majority vote of the other directors for any cause whatsoever. The position of an ex-officio director removed from office shall be filled by the individual succeeding to the office or position occupied by the former ex-officio director, or, should the ex-officio director continue to fill that office or position, then by any other individual elected by a majority of the remaining directors but only until a successor is name to fill the office or position of the removed ex-officio director. The continuation of a vacancy of an ex-officio position shall not be deemed to be a default in the terms of the Articles of Incorporation or in the terms of these Bylaws, and the Board of Directors shall have full authority and power to continue to operate as though such ex-officio position were in fact filled.

D. **Quorum:** A majority of the directors shall constitute a quorum for the transaction of business; the term “majority of directors” means more than one-half of the total number of directors then in office. The act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law or these Bylaws for a particular action.

E. **Meetings:** The annual meeting of the Foundation shall be held during the Foundation’s fiscal year, at a time to be determined by the Board of Directors, at the principal office of the Foundation, or at such other place within the State of Alabama as directed by the Board of Directors. Special meetings of the Foundation may be held at any time upon the call of the President.

Unless in person attendance is specifically required in the notice, members of the Board of Directors or any committee may participate in a meeting via teleconference or similar communications equipment through which all persons participating in the meeting can hear and interact with one another, and such participation shall constitute in person attendance at a meeting.

F. **Notice:** Notice of any meeting of the Board shall be in writing, and may be delivered personally, by mail, facsimile, or electronically, or similar forms of written communication, to each member of the Board of Directors at his or her address, including electronic mailing address, as shown by the records of the Foundation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail. Any director may
waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. It shall not be required that the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors be specified in the notice or waiver of notice of any such meeting, unless specifically required by law or by these bylaws.

Whenever any notice of a meeting is required to be given to any person under the provisions of these Bylaws, the Articles of Incorporation, or state law, a waiver thereof in writing signed by the person entitled thereto, whether given before, concurrent, or subsequent to such meeting, shall be equivalent to the giving of such notice.

Any action required to be taken at a meeting of the directors or any action which may be taken at a meeting of the directors or of a committee of directors or the executive committee, may be taken without a meeting if a consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be; such consent shall set forth the action so taken and shall be signed by all of the directors entitled to vote on the same and shall have the same force and effect as a unanimous vote, and shall be recorded with the minutes of the Foundation as though such action was performed at a meeting.

ARTICLE III
COMMITTEES

A. Executive Committee: By the affirmative vote of not less than a majority of the directors in office, the Board of Directors may elect an Executive Committee composed or not less than two of the ex-officio directors and, by resolution or other direction, may delegate or authorize that Executive Committee to perform any specific or general duties, powers or activities normally performed by the Board of Directors. To the extent authorized in such resolution or direction, the Executive Committee shall have and exercise the authority and power of the Board of Directors in the control and management of the Foundation; however, the creation and naming of the Executive Committee and the delegation thereto of such authority shall neither operate to relieve the Board of Directors or any individual director of any responsibility imposed by law nor serve to deprive the Board of Directors or any individual director of the power to withdraw such delegation of authority.

B. Other Committees: By appropriate resolution or other direction, the Board of Directors may create such other committees from their number, which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the control and management of the Foundation. Also, other committees not having and exercising any authority or control of the Board of Directors in the management of the Foundation may be designated by a resolution or appropriate direction of the Board of Directors. Committee created by the Board of Directors that have no control or management over the affairs or business of the Foundation may include persons who are not directors of the Foundation.
ARTICLE IV
OFFICERS

A. Number: The Board of Directors may elect, but only from their number, a President, a Vice President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary; any two or more offices may be held by the same person, except that the individual serving as President shall not also serve as the Secretary or Treasurer.

B. Term: All officers shall be elected for one year terms, and shall serve until they are otherwise reelected or their respective successors have been elected and duly qualified.

C. Removal: Any officer elected may be removed by the Board of Directors whenever in its judgment the best interest of the Foundation will be served thereby.

D. Duties: The President shall preside over all meetings of the Foundations, except in his or her absence the Vice President shall preside. Each officer shall have the usual and customary duties which are incident to the office which he or she holds, unless otherwise prescribed, limited or enlarged by these Bylaws, or other action of the Board of Directors.

ARTICLE V
COMPENSATION

No director, officer or other official of this Foundation shall receive any compensation for their services as such but may receive reimbursement for actual expenses incurred in conducting the business and affairs of the Foundation and in attending its meetings and activities. Additionally, the Board of Directors may contract for and pay to any director or officer rendering unusual or exceptional services to the Foundation special compensation appropriate to the value of such services. The Board of Directors may also pay reasonable compensation for services rendered and make any payments to any employees, agents or recipients and any other distributions in furtherance of the purposes as set out in the Articles of Incorporation.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS

The Board of Directors shall have the power to indemnify any director or officer and former directors and officers of the Foundation against expenses and judgements actually and necessarily incurred in connection with the defense of any action, suit or proceeding (other than an action by or in the right of the Foundation) in which the director or officer is made a party by reason of being or having been such director or officers, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled.
ARTICLE VII
FUNDS AND FINANCES

A. Use of Funds, etc.: All gifts, contributions, grants, purchases, devises, conveyances, bequests, and all property and income of the Foundation not otherwise designated or restricted shall go into the general fund of the Foundation and shall be used and applied exclusively for the use and benefit of The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama (herein the "University") in accordance with the provisions of the Articles of Incorporation, and within those limitations and restrictions, in such manner as deemed fit and suitable within the exclusive discretion of the Board of Directors. The Foundation may receive, manage, invest and disburse conditional and restrictive gifts, grants, devises, bequests, etc., but only if the effect of the same is to serve the exclusive use and benefit of the University. The phrase "exclusive use and benefit of the University" shall include any separate or independent organization which is supportive of or affiliated with the University or its programs and functions, provided that such organization is organized and operated exclusively for charitable, scientific or educational purposes and for the use and benefit of The University of Alabama and qualifies as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Board of Directors shall also have authority to establish, from time to time, special or designated funds to be administered by the Board of Directors under the conditions of their creation or upon such conditions and restrictions as may be established by the Board of Directors, but all in accordance with the Articles of Incorporation and these Bylaws.

B. Books and Records: The Board of Directors shall assure that the appropriate officers of the Foundation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and Committees having any of the authority of the Board of Directors, and shall keep such books and records at its registered address and allow any proper person to inspect the same for any proper purpose at any reasonable time.

C. Fiscal Year: The Foundation’s fiscal year shall commence on October 1 of each year, and end on September 30 of the succeeding year.

ARTICLE VIII
EXECUTION OF CONTRACTS, DEEDS, ETC.

The Board of Directors may authorize any officer or agent of the Foundation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, individual director or employee shall have any power or authority to bind the Foundation by any contract or engagement, or to pledge its credit or to render it liable for any purpose or any amount. Any writing, contract or document properly authorized shall not be invalid due to the absence of or failure to affix the seal of the Foundation thereto.
ARTICLE IX
INVESTMENTS

The Foundation shall have the right to retain all of any part of any securities or property required by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a trustee is or may hereafter be permitted by law to make or any similar restriction.

ARTICLE X
EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no director, officer, employee or representative of the Foundation shall take any action or carry on any activity by or on behalf of the Foundation that is not permitted to be carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE XI
AMENDMENTS

By the vote of a majority of the directors then in office, the Board of Directors shall have the power to amend, alter, or repeal the Bylaws or adopt new Bylaws of the Foundation at any meeting of the Board of Directors, the same to become effective only upon and after approval by The Board of Trustees of the University or by its Executive Committee.

Adopted and ratified by the unanimous vote of all the directors of the Foundation in office at a meeting held on the _____ day of ____________, 20 __, as confirmed by their respective signatures hereto.

Name ___________________________________________ Name ______________________________

Name ___________________________________________ Name ______________________________

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CHANCELLOR C. RAY HAYES
REPORT TO
THE BOARD OF TRUSTEES

February 9, 2018

JOB CREATION

The Huntsville Times

Auto capital of the South

Toyota-Mazda win caps state's 'astounding' growth
IITS Usage in Hours

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COLLABORATION THROUGH TECHNOLOGY

IITS Intercampus Interactive Telepresence System
UA SYSTEM SCHOLARS INSTITUTE
MAY 9-10, 2018

SYSTEM RISK & COMPLIANCE
The University of Alabama System

Bahamas Bowl - National Championship
Atlanta 2018

The University of Alabama System

Chancellor C. Ray Hayes
Report to The Board of Trustees
February 9, 2018

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Introduction: “UAB Story” video. This CASE Award-winning video, produced in part by students, captures UAB’s distinctive campus culture and student experience.

- Research, Innovation and Economic Development
  - UAB continues to secure very competitive research funding, as we now rank 15th among public universities in federal funding (31st overall) and 8th among public universities in NIH funding (23rd overall).
  - *The Center for World University Rankings* recently named UAB among the top 0.6 percent of universities internationally based on number of publications, citations, broad impact of research and other indicators.
  - Harbert Institute for Innovation and Entrepreneurship (HIIE) is accelerating our commercialization process. Big gains in FY17:
    - Generated 46 patents and 52 licenses, six start-up companies and $4.7M in revenue.
    - U.S. Dept. of Commerce Regional Innovation Strategies grant: $498K with matched institutional investment totaling $1M over 3 years.
    - UAB is 66th among world universities for U.S. utility patents granted (10th in Southeast U.S.)
  - Innovation Depot: 102 companies, $1.42B impact over past 5 years
  - Our students are actively engaged in R&D
    - UAB Commercialization Accelerator: Students and faculty can submit projects/discoveries for potential commercialization
    - Innovation Lab (partnership between Innovation Depot and Collat School of Business): 18+ student-led companies to date
    - Inaugural Presidential Innovation Fellows of UAB Solution Studios™: undergrads collaborating with Nursing grad students, nurses and clinicians to develop solutions to real-world clinical challenges.
  - Research enterprise (and all areas of our mission) driven by leading-edge IT
    - September 2016: launched the fastest super computer in AL
    - Soon after, first university in AL with 100 GB/second speed
    - September 2017: supercomputer is 3X faster than our closest competitor in the state and is among the five fastest in the Southeast
  - R&D Contributing to a profound economic impact
    - Impact now exceeds $7.15 billion annually on the state of Alabama
    - UAB supports 64,292 jobs state-wide—one of every 33 jobs in Alabama
- State’s ROI: For every $1 in state funding, UAB generates $25
- UAB fuels Alabama’s economy with $19.6M every day

  o Innovate Birmingham: UAB continues collaborating with the City of Birmingham, Jefferson County Commission, Birmingham Business Alliance, Southern Research, Innovation Depot and other partners in this initiative to grow a robust knowledge- and technology-based economy for our region.

  - Capitalizing on our strengths in R&D to make our region a global powerhouse of innovation—Fostering local start-ups and attracting outside companies, investment
  - Birmingham Regional Workforce Partnership ($6M, U.S. Dept. of Labor): Network of 15 partners, 30+ companies to train 925 local young people for IT careers
    - 140 graduates to date
    - Nearly 2/3 have jobs within a few weeks
    - 40 have received scholarships at 2- or 4-year institutions

- **UAB continues translating research into world-class patient care**
  - Patient Satisfaction: 98th percentile
  - UAB and Children’s had most-ever patient visits: 1.7 million
  - U.S. News & World Report “Best Hospitals” ranks UAB as the #1 hospital in Alabama, with 10 UAB specialties among the nation’s top 50
    - Children's in U.S. News: 7 programs in top 50
  - UAB is at the vanguard of Precision Medicine [Dr. Matt Might, Director of UAB Institute for Precision Medicine and co-director of the Alabama Genomic Health Initiative, makes a brief presentation]
    - Precision medicine is indeed the future of medicine—using data and the genome to deliver the right treatment to the right patient at the right time.
    - UAB is leading the way, nationally and globally, as we conduct the Alabama Genomic Health Initiative, among the nation’s first such statewide efforts to harness the power of genomic analysis in health and disease.

  - UAB is engaging undergrads and grad students in this leading-edge research/patient care to train next generation of investigators/physicians....

- **Education: Novel academic program training the next generation of leaders in 21st-century fields**
  - We continue offering undergraduates novel academic programs and research opportunities
    - Fall 2017: B.S. in Genetics and Genomic Sciences and a B.S. in Immunology (the only undergraduate programs of its kind in the Southeast)
- Developing new majors: B.S. in bioinformatics; M.S. in Data Science
  
  - *U.S. News & World Report* ranks 10 of our graduate programs among the nation’s top 25.
  
  - Such opportunities are attracting talented students in record numbers
    - Fall 2017 marked a second consecutive year of record overall enrollment at 20,902—a 7% increase over the previous fall.
      - Mean ACT of 25.1
      - Mean high school GPA of 3.62
    - For the fourth straight year, undergraduates have earned a record number of prestigious national and global honors (31), including a record 5 Fulbright Scholarships and 3 Goldwater Scholarships
    - UAB had one of 12 student teams selected globally as finalists in the Solar Decathlon (U.S. Dept. of Energy) and placed 5th overall (this was our first attempt in this competition)

- **We are building on success through Forging the Future, our strategic plan that charts our course for the next five years.**
  - Product of campus- and community-wide collaboration
  - An ongoing planning process that is fluid and dynamic rather than a static plan
  - Includes creation and revision of a signature core curriculum
  - “Grand Challenge”: A project that will harness unique UAB expertise to solve a complex problem facing our local/global community
  - Campus Master Plan: Key new facilities under construction, including new buildings for Collat School of Business/Harbert Institute for Innovation and Entrepreneurship, School of Nursing, UAB Police Department
    - Genomic Medicine and Data Science Research Building: will further position UAB at the vanguard of Genomics, Informatics and Precision Medicine, nationally and internationally
      - Floors: 7
      - Sq. Ft. 105,000 Total (15,000 per floor)
      - Capacity 50-60 Investigators (PhD, MD)
      - Average investigator funded at $750,000
      - Employment 300-400 Jobs (Avg. Salary $50,000)
      - Annual Research Grant Revenue $35-45M
      - Five-Year Projection $175-225M
      - Total Cost $65,000,000
      - Developing Financial Plan

- **Tremendous progress and promise as we celebrate UAB’s 50th Anniversary upcoming in 2019**
• The decades-long partnership with our community is stronger than ever: *The Campaign for UAB* is now over $862M with nearly 99,000 donors
**Forging New Partnerships | Breaking New Ground**

President Ray L. Watts, M.D.
February 3, 2017

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**Breaking New Ground**

- **UAB is breaking new ground** in all areas of our mission—Education, Research, Patient Care, Service and Economic Development

- Breaking ground for a number of **key new facilities** as part of our **Campus Master Plan**

- Forging **unprecedented partnership** with our community to foster a **robust, technology-based economy** for the Birmingham region
Record-breaking Enrollment and Retention Improvements

- **Record-high enrollment** (19,535) and **largest freshman class ever** (2,021)
  - Enrollment growth in **every school** and our **Honors College**

- **Retention increased by 3.1%** (from 78.7% to 81.8%), a key indicator of student support and success

- **Campus housing oversubscribed** last fall—**student housing study** underway

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Partnerships to Further Grow Undergraduate Enrollment

- **INTO-UAB international student recruitment**
  - Fall 2016: **137 students**
  - Spring 2017: **106 students**
  - Combined cohorts represent **26 countries** (our overall student population represents **80 countries**)

- **Joint Admissions program expanded with Jefferson State**
  - Two new full-tuition scholarships
  - Credit-hour reciprocity
Novel Academic Programs that Attract Top Students

- **New majors**
  - B.S. Immunology—only undergrad program of its kind in Southeast
  - B.S. Human Resource Management
  - B.A. in Computer and Information Sciences
  - M.S.W Clinical/Medical Social Work
  - DNP (Doctor of Nursing Practice)

- **Developing additional new majors** in Bioinformatics, Digital Forensics, Genetics and Genomic Sciences, Cancer Biology

Undergraduate Excellence

- **Record number of students won nationally competitive scholarships (28)** last year, including:
  - Marshall Scholarship
  - Goldwater Scholarship
  - Boren Scholarship

- **2016 Undergrad Research Expos** saw record high participation
  - Spring: ~500 presenters, expanded to two days
  - Summer: ~200 presenters
Graduate Programs Continue Garnering National Recognition

- **U.S. News & World Report Best Graduate Schools:**
  - 10 UAB programs among the nation’s top 25
    - Master’s in Health Administration (SHP) – 2nd
    - Nursing Health Systems Administration – 6th
    - Adult Gerontology Acute Care Nurse Practitioner – 14th
    - Master’s in Nursing – 15th
    - Physician Assistant (SHP) – 16th
    - Doctor of Nursing Practice – 18th
    - Master’s in Public Health – 19th
    - Physical Therapy (SHP) – 20th
    - Primary Care (Medicine) – 21st
    - Occupational Therapy (SHP) – 25th

Faculty Excellence Across Disciplines

**NSF CAREER Awards**
- Dr. Amber Genau (Materials Science and Engineering)
- Dr. Nicole Riddle (biology)

Appointed by the Governor to the Alabama State Council on the Arts
- Dr. Henry Panion (Music)

**NIH MERIT Award** for new faculty, first awarded to UAB faculty
- Dr. Margaret Johnson (Chemistry)

**AAAS**
Fellows of the American Association for the Advancement of Science
- Dr. Charles Amsler (biology)
- Dr. Steven Austad (biology)
- Dr. David Briles (Microbiology/Pediatrics)

Woodrow Wilson Foundation Career Enhancement Fellowship
- Dr. Jessie Dunbar (English)

**MM**
One of seven Millard Meiss Publication Fund grants to support book-length scholarly manuscripts
- Dr. Heather McPherson (Art/Art History)

**Foreign Policy magazine “100 Global Thinkers”** and **Smithsonian American Ingenuity Award**
- Dr. Sarah Parcak (Anthropology)
Senior Leadership Searches and Hires

- **Our deep gratitude to Dr. Linda Lucas for her outstanding work as Provost**
  - Nearly four decades of excellent service to UAB
  - UAB's first female Dean of Engineering

- **National searches for Provost and Director of Comprehensive Cancer Center underway**

- **VP for Research, Christopher Brown**
  (formerly VP for Research in the UNC System)

- **VP for Development & Alumni Affairs, Thomas Brannan**

Breaking Ground for Key New Facilities Around Campus

- **Football Operations Center, Legacy Pavilion** (Aug. 2016)

- **School of Nursing Building** (Oct. 2016)

- **Collat School of Business/Bill L. Harbert Institute for Innovation and Entrepreneurship Building** (Dec. 2016)

- **New College of Arts and Sciences Building** (Heritage Hall II) (2017-18)

- **Altec Styslinger Genomic Medicine and Data Sciences Research Building** (2017-18)
  - Key in continued growth of our research enterprise and economic impact...
National and Global Leadership in Research and Scholarship

**WORLDWIDE LEADERSHIP**

In its 2017 Best Global Universities ranking, U.S. News & World Report ranked 1,000 institutions across 65 countries. Here's where UAB stands:

- UAB vaulted 36 spots to **no. 162 in U.S. News Best Global Universities**
  - Weighs factors such as publications, citations, international collaboration

- **18th** among public universities in federal research funding
  - 6th among Southeastern universities
  - 34th among all universities

- **10th** in NIH funding among public universities

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**Growth in Research Awards FY2016 vs. FY2013**

<table>
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<th>FY 2013</th>
<th>FY 2016</th>
<th>Total % Growth</th>
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<tr>
<td><strong>UAB Total</strong></td>
<td>$386 M</td>
<td>$453 M</td>
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<td>All Federal</td>
<td>$299 M</td>
<td>$340 M</td>
<td><strong>13.7%</strong></td>
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<tr>
<td>NIH Awards (direct)</td>
<td>$189 M</td>
<td>$238 M</td>
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<td>NIH with Sub-awards</td>
<td>$222 M</td>
<td>$276 M</td>
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<tr>
<td><strong>SOM Total</strong></td>
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<td>$274 M</td>
<td><strong>25.4%</strong></td>
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<tr>
<td>All Federal</td>
<td>$135 M</td>
<td>$171 M</td>
<td><strong>26.3%</strong></td>
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<tr>
<td>NIH Awards (direct)</td>
<td>$133 M</td>
<td>$186 M</td>
<td><strong>39.9%</strong></td>
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<tr>
<td>NIH with Sub-awards</td>
<td>$112 M</td>
<td>$148 M</td>
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UAB SOM NIH Rankings and Trends

NIH Ranking

NIH PI Number

NIH $ (Millions)

Note: Data includes Mayo Clinic, Cleveland Clinic, and Case Western Reserve and is reported for 2013-2016. 2016 data is as of 10/23/16.
Source: NIH Trends by Institution and Organization: 2017 Update

UAB SOM NIH Rankings and Trends Among Public Universities

UAB SOM NIH Rank (Publics)


Note: Data includes Mayo Clinic, Cleveland Clinic, and Case Western Reserve and is reported for 2013-2016. 2016 data is as of 10/23/16.
Source: NIH Trends by Institution and Organization: 2017 Update
Recent Research Grants and Recognitions

- NIH renewal grant for UAB/Morehouse/Tuskegee partnership to reduce cancer disparities ($16.6M)

- Four new NSF EPSCoR grants totaling $5.4M
  - Three for neuroscience, one for nanotechnology
  - With these and one other (in collaboration with UA), Alabama now has more than any other state
  - Dr. Christopher Lawson (UAB Physics Dept.) appointed chair of EPSCoR/IDeA, a national coalition to promote a vibrant science/technology enterprise nation-wide

- UAB now has six fellows in the National Academy of Inventors, including recently named Dr. Donald Buchsbaum (Rad/Onc Dept.)

Accelerating Innovation and Economic Development

- Bill L. Harbert Institute for Innovation & Entrepreneurship is effectively identifying and commercializing our most promising discoveries

- In FY16, HIIE generated:
  - $9.84M in revenue (includes $4M licensing deal with Ningbo Alabama, LLC)
  - 5 start-up companies formed
  - 47 licenses and 34 patents issued

- Announced last week new partnership with VICIS, Inc. (based in Seattle) to develop a next-generation football helmet to address the concussion crisis
Capitalizing on our R&D Strengths: INNOVATE BIRMINGHAM

- Exciting new partnership that will capitalize on longtime strengths in R&D to grow a new inclusive, innovation economy for our region
  - BBA, City of Birmingham, Jefferson County Commission, Southern Research, Innovation Depot, Community Foundation of Greater Birmingham, corporate partners and others

- U.S. Dept. of Labor grant ($6M) to the Innovate Birmingham Regional Workforce Partnership
  - New educational opportunities for young adults in our community to train for 21st century Information Technology careers

- I am honored to serve a second term as chair of Birmingham Business Alliance as we advance this initiative

Translating Research into Nationally Acclaimed Patient Care

- UAB Hospital among “100 great hospitals in America” in Becker’s Hospital Review
  - 19th largest hospital in the U.S.
  - 3rd largest public hospital in the U.S.
  - Case Mix Index is 5th highest nationally

- Continued ascent in U.S. News rankings
  - Nine specialties in national top 50, up from six last year
  - Best-performing public AMC for adults in the South
  - Top hospital in Birmingham and Alabama
  - Children’s of Alabama: eight specialties in the top 50

- UAB and Children’s had most-ever patient visits last year with a combined 1.7 million

- Earned Nursing Magnet Center designation four consecutive times, among only 12 hospitals in the world to do so
Several of Our Outstanding Faculty Driving that Research and Care

Outstanding Nurse: Cindy Shaffer, RN (UAB Highlands)
Outstanding Educator: Dr. Ashita Tolwani (Nephrology)
Outstanding Physician: Dr. Hussein Abdullatif (Pediatrics, Endocrinology)
Outstanding Ph.D. Investigator: Dr. Jeremy Day (Neurobiology)
Outstanding M.D. Investigator: Dr. Jayme Locke (Surgery)

Promoting the Arts Throughout Our Campus and Community

• Thriving Cultural Arts Corridor
  ○ Alys Stephens Center
  ○ Abrons-Engel Institute for the Visual Arts (AEIVA)
  ○ Hulsey Center

• AEIVA: Over 6,000 guests, 50 events in 2016

• ASC kicked off its 20th anniversary in 2016 with major accomplishments
  ○ Total reach (performances and outreach): 135,412
    ▪ ArtPlay served over 19,000
    ▪ Arts in Medicine tripled its reach, served over 15,000 children and adults in our hospitals
  ○ 2016 Gala most successful ever, raising $530,450
  ○ Facility upgrades (rebranded, digital marquee, new carpeting throughout)
Continuing Success of The Campaign for UAB

- Campaign now at $771.8M
  - FY16 was our largest year yet with $113 million, and marked third year in a row to surpass $100M
  - More than half of our 94,000-plus donors are first-time donors

- Market value of our endowment has now reached our goal of $450M (and we have set a new goal of working toward $500M)

Continued Planning for an Even Brighter Future

- Strategic planning is ongoing for our continued success
  - Strategic Planning Council formed and charged with communicating and setting the course for UAB through 2022

- This year promises to be even more exciting and groundbreaking than the last

- Our deepest thanks to the Board for your continued support
Forging New Partnerships | Breaking New Ground

President Ray L. Watts, M.D.
February 3, 2017