TEXAS TECH UNIVERSITY SYSTEM™

Board of Regents

Agenda Book

NOVEMBER 11, 2026

LUBBOCK, TEXAS

Developing people, advancing tomorrow.®

BOARD OF REGENTS

Mr. Cody C. Campbell, Chairman
Mr. Dustin R. Womble, Vice Chair
Mrs. Arcilia C. Acosta
Mr. Clay Cash
Mr. Tim Culp
Mr. Doug McReaken
Mr. Donald Sinclair
Dr. Shelley Sweatt
Ms. Rachel McLelland, Student Regent

Standing Committee Chairs and Vice Chairs:

Academic, Clinical and Student Affairs (ACS):
Shelley Sweatt (Chair); Don Sinclair (Vice Chair); and Rachel McLelland (Student Regent)

Audit (A):
Clay Cash (Chair) and Doug McReaken (Vice Chair)

Facilities (F):
Arcilia Acosta (Chair) and Clay Cash (Vice Chair)

Finance and Investments (FI):
Tim Culp (Chair) and Don Sinclair (Vice Chair)

[NOTE: All eight board members serve as voting members of each committee.]

AGENDA

BOARD OF REGENTS MEETING SCHEDULE

Wednesday, November 11, 2026

Open Session Meeting Location:
Regents Conference Room (104A), First Floor,
System Administration Building,
1508 Knoxville Avenue,
Lubbock, Texas

Executive Session Meeting Location:
Regents Conference Room (106), First Floor,
System Administration Building,
1508 Knoxville Avenue,
Lubbock, Texas

Abbreviated Agenda with Approximate Times*

MEETING OF THE BOARD

8:30 am — Call to Order; convene as Meeting of the Board and Committee of the Whole Board
- Introductions and Recognitions
- Approval of minutes
- Approval of Consent and Information agendas
- 2027 BOR meeting schedule

8:45 am — Recess

COMMITTEE MEETINGS

8:45 am (or upon recess of the Meeting of the Board) — Audit Committee

8:50 am (or upon adjournment of the Audit Cmte. meeting) — Facilities Committee

9:30 am (or upon adjournment of the Facilities Cmte. meeting) — Finance and Investments Committee

9:55 am (or upon adjournment of the Finance Cmte meeting) — Academic, Clinical and Student Affairs Committee

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MEETING OF THE BOARD

10:00 am (or adjournment of the last committee meeting)	Call to Order; reconvene as Meeting of the Board and Committee of the Whole Board
10:01 am	Executive Session
4:00 pm	Following Executive Session, reconvene into Open Session as Committee of the Whole • ES Motions, if any • Announcements
4:10 pm	Adjournment

*For general information. All open session meetings of the Board of Regents will take place in the Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas. Any executive session meetings that should occur throughout the day will take place in the Regents Committee Room (106), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas. The times listed are estimates, with periodic recesses. The Meeting of the Board and related committee meetings will take place over the course of one day, on Wednesday, November 11, 2026. The Meeting of the Board convene no earlier than 8:30 am to act on various matters as a Committee of the Whole after which the Meeting of the Board will recess. Committee meetings will commence sequentially upon recess of the Meeting of the Board at approximately 8:45 am. The Meeting of the Board will reconvene after the last committee of the day adjourns (or whenever deemed necessary) to convene into Executive Session. The Meeting of the Board is expected to adjourn on Thursday, November 11, 2026, on or before 4:10 pm; however, if needed, the meeting may continue beyond 4:10 pm until completed. The full board agenda is detailed on pages 6 through 10. The agenda for each session of the board meeting or a meeting of a committee of the board is detailed behind the appropriate divider tab.

BOARD OF REGENTS MEETING AGENDA

Wednesday, November 11, 2026

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I. Meeting of the Board—Call to Order; convene into Open Session of the Board. The Board will continue in Open Session and meet as a Committee of the Whole and Meeting of the Board to consider and act on: 10

A. Introductions and Recognitions

B. Approve minutes of the board meeting held on August 13, 2026

C. Committee of the Whole

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1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda 11

D. Schedule for Board meetings for 2027

II. Recess

III. Meeting of Standing Committees

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1. TTUS: Report on Audits 14

2. Adjournment

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B. Facilities Committee 15

1. MSU: Approve the MSU Texas 2026 Campus Master Plan. 18

2. TTU: Approve acceptance of Gift-in-Kind benefiting Texas Tech University's Public Art Program and the Edward E. Whitacre Jr. College of Engineering 20

3. TTU: Approve the total project budget of the National Ranching Heritage Center's Red Steagall Institute project and accept the Competitive Sealed Proposal Contract Sum 21

4. TTU: Approve concept and expenditure of the Jerry S. Rawls College of Business Building addition project for Design Professional Stage I design services..... 23

5. TTUS: Report on Facilities Planning and Construction projects..... 25

6. Adjournment

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C. Finance and Investments Committee..... 26

1. TTUS: Authorize increase in maximum of Commercial Paper System of Texas Tech Revenue Financing System to $300 million and Approve the First Amendment to the Amended and Restated Fifth Supplemental Resolution 28

2. TTUS: Authorize establishment of Texas Tech University System Revenue Financing System Extendable Commercial Paper Program and Approve the Twenty-Second Supplemental Resolution 29

3. TTUS: Investment Performance Update..... 30

4. Adjournment

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D. Academic, Clinical and Student Affairs Committee 31

1. ASU, MSU, TTU: Approve and certify general education curriculum (core curriculum). 33

2. Adjournment

IV. Meeting of the Board—Call to Order; reconvene into Open Session of the Board

V. Executive Session: The Board will convene into Executive Session, in the Regents Committee Room (106), First Floor, System Administration Building, 1508 Knoxville Avenue, to consider matters permissible under Chapter 551 of the *Texas Government Code*, including, for example:

A. Consultation with attorney regarding privileged communications, pending or contemplated litigation and settlement negotiations – Section 551.071

B. Deliberations regarding real property: The purchase, lease, exchange, or value of real property – Section 551.072

C. Deliberations regarding prospective gifts – Section 551.073

D. Personnel matters: Discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of employees – Section 551.074

E. Deliberations regarding security devices—deployment of security personnel or devices – Section 551.076

VI. Open Session: The Board will convene into Open Session in the Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, and meet as a Committee of the Whole and Meeting of the Board to consider and act on:

A. Consideration of appropriate action, if any, on items discussed in Executive Session

B. Chairman’s Announcements

VII. Adjournment

MEETING OF THE BOARD/ COMMITTEE OF THE WHOLE 1ST SESSION

MEETING OF THE BOARD/COMMITTEE OF THE WHOLE

Date: Wednesday, November 11, 2026

Time: 8:30 am

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

AGENDA

I. Meeting of the Board—Call to Order; convene into Open Session of the Board. The Board will convene in Open Session and meet as a Committee of the Whole and Meeting of the Board.....Chairman Campbell

A. Introductions and Recognitions.....Chancellor Creighton, President Hawkins, President Haynie, President Schovanec President Rice-Spearman, and President Lange

B. Approve minutes of the board meeting held on August 13, 2026.....Chairman Campbell

C. Committee of the Whole.....Vice Chairman Womble

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1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA, and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda.....11

D. Schedule for Board meetings:
February 25-26, 2027, Lubbock
May 6-7, 2027, Lubbock
August 12-13, 2027, Lubbock
November 11-12, 2027, Lubbock ..... Keino McWhinney

II. Recess .....Chairman Campbell

III. Meeting of Standing Committees: Conducted sequentially and separately from the Meeting of the Board beginning upon recess of the Meeting of the Board at approximately 8:45 am—refer to agenda for each respective committee meeting.

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1. ASU, MSU, TTU, TTUHSC, TTUHSC El Paso, TTUSA and TTUS: Approve Consent Agenda; acknowledge review of Information Agenda.

Presenter: Vice Chair Womble Presentation Time: 2 minutes
Board approval required by: Sections 01.02.7.d(4)(b) and 01.02.07.d(4)(c), *Regents' Rules*

RECOMMENDATION

The chancellor recommends that the Board of Regents (i) approves the Consent Agenda for the meeting of November 11, 2026, as listed on Pages 38 to 111; and (ii) acknowledge its review of the Information Agenda, as listed on Pages 112 to 126.

BACKGROUND INFORMATION

Pursuant to Section 01.02.6.b(2), *Regents' Rules,* the Board of Regents approves certain administrative actions.

This action is required to authorize the various officers and officials of Texas Tech University System to perform the tasks and duties delineated in the policies of the Board of Regents. This action also confirms the authority to prepare reports, execute contracts, documents, or instruments approved within the Consent Agenda and further confirms that such authority has been delegated to the officer or official preparing and/or executing the said item.

AUDIT

AUDIT COMMITTEE

Date: Wednesday, November 11, 2026

Time: 8:45 am (or upon recess of the Meeting of the Board)

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Cash (Chair) and McReaken (Vice Chair) (The Audit Committee consists of all nine board members.)

AGENDA

III.A. Consideration of items to be recommended by the Audit Committee to the Board of Regents of the Texas Tech University System ("TTUS") for and on behalf of Angelo State University ("ASU"), Midwestern State University ("MSU"), the TTU System Administration ("TTUSA"), Texas Tech University ("TTU"), Texas Tech University Health Sciences Center ("TTUHSC"), and Texas Tech University Health Sciences Center at El Paso ("TTUHSC El Paso")

- Approve minutes of committee meeting held on August 13, 2026

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1. TTUS: Report on audits 14

2. Adjournment

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Audit Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. TTUS: Report on audits.

Presenter: Ms. Teresa Jack Presentation Time: 5 minutes
Report to Board required by: Section 07.02.7, *Regents' Rules*; and Audit Committee Charter

Ms. Teresa Jack, Chief Audit Executive, will present a report on the System's audit projects.

FACILITIES

FACILITIES COMMITTEE

Date: Wednesday, November 11, 2026

Time: 8:50 am (or upon adjournment of the Audit Committee meeting)

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Acosta (Chair) and Cash (Vice Chair) (The Facilities Committee consists of all nine board members.)

AGENDA

III.B. Consideration of items to be recommended by the Facilities Committee to the Board of Regents of the Texas Tech University System ("TTUS") for and on behalf of Angelo State University ("ASU"), Midwestern State University ("MSU"), the TTU System Administration ("TTUSA"), Texas Tech University ("TTU"), Texas Tech University Health Sciences Center ("TTUHSC"), and Texas Tech University Health Sciences Center at El Paso ("TTUHSC El Paso")

- Approve minutes of committee meeting held on August 13, 2026

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1. MSU: Approve the MSU Texas 2026 Campus Master Plan. 18

2. TTU: Approve acceptance of Gift-in-Kind benefiting Texas Tech University's Public Art Program and the Edward E. Whitacre Jr. College of Engineering 20

3. TTU: Approve the total project budget of the National Ranching Heritage Center's Red Steagall Institute project and accept the Competitive Sealed Proposal Contract Sum 21

4. TTU: Approve concept and expenditure of the Jerry S. Rawls College of Business Building addition project for Design Professional Stage I design services 23

5. TTUS: Report on Facilities Planning and Construction projects 25

6. Adjournment

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Facilities Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. MSU: Approve the MSU Texas 2026 Campus Master Plan.

Presenter: President Stacia Haynie, Ph.D. Presentation Time: 10 minutes
Report requested by: Section 08.02.2, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to:

(i) approve the Midwestern State University ("MSU") Texas 2026 Master Plan; and

(ii) authorize MSU to make minor revisions to the plan as necessary, in consultation with the Texas Tech University System Office of Facilities Planning and Construction.

BACKGROUND INFORMATION

MSU has completed its master planning engagement and now seeks approval of the institutional master plan.

MSU Texas will complete its master planning engagement by the end of 2026 and is now seeking approval of the draft campus master plan. This plan builds on the foundation of the MSU Texas Campus Master Plan completed in 2014, which provided a flexible framework to guide campus growth, capital investment, and long-term development.

The multi-year campus master plan and its recommended initiatives were developed through a comprehensive planning process that reflects extensive input from students, faculty, staff, community partners, and other stakeholders. The Plan aligns with MSU Texas's mission, values, and strategic priorities while providing a long-term framework for campus investment that supports enrollment growth, student recruitment and retention, academic programs, and the overall campus experience.

Implementation is organized into short-, mid-, and long-term phases that allow the University to align projects with changing needs, available funding, and institutional priorities. Projects within each phase work together to expand academic and residential capacity, strengthen campus life, and improve the spaces that connect key destinations. The sequence provides a practical path forward while allowing individual projects to advance as opportunities arise.

The short-term phase addresses immediate academic and residential needs through the Health Professions Annex and begins planning for a new Residence Hall. The approximately 60,000 gross square foot (GSF) Health Professions Annex will expand high-demand health professions programs, introduce new degree and certificate pathways, and provide specialized instructional spaces near Centennial Hall. The approximately 100,000 GSF Residence Hall will add

350 beds in a pod-style arrangement, along with shared study, support, and community spaces that encourage student engagement and retention.

The mid-term phase focuses on enhancing student life and strengthening connections across campus. As enrollment grows toward the University's target of 6,500 students and the residential population increases, the University will need additional dining capacity to support students, faculty, and staff. The Clark Dining Expansion will add approximately 5,000 GSF to increase dining capacity and better support a growing residential population.

The long-term phase focuses on enhancing the campus arrival experience and adapting existing facilities to meet future needs. A new Welcome Center will create a centralized destination for recruitment, orientation, and visitor services. The current Welcome Center, located in Hardin South, will relocate to the new facility, allowing Hardin South to be renovated and repurposed for administrative uses.

As the Master Plan is implemented, the timing and sequence of projects may adjust in response to enrollment, funding, and evolving priorities. MSU Texas seeks approval to make minor plan modifications in consultation with the Office of Facilities Planning and Construction. This approach allows MSU Texas to maintain a comprehensive, continuous planning process while adjusting as needed within the master plan's conceptual framework. This adaptability will facilitate informed decision-making as new opportunities, data, and resources emerge during plan implementation.

MSU Texas is committed to cultivating a dynamic, adaptable university poised to tackle the challenges and seize the opportunities of future decades.

2. TTU: Approve acceptance of Gift-in-Kind benefiting Texas Tech University's Public Art Program and the Edward E. Whitacre Jr. College of Engineering.

Presenters: Mr. Patrick Kramer and President Lawrence Schovanec
Presentation Time: 5 minutes
Board approval required by: Section 08.02.5.e, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to approve a new piece of public art within the Texas Tech University System's Public Art Collection honoring Edward E. Whitacre, Jr., to be exhibited permanently along the Texas Tech University Engineering Key.

BACKGROUND INFORMATION

The University Public Art Committee ("UPAC"), the president, and the chancellor have reviewed and now recommend that the board grant final approval of a new bronze statue to be held within the Texas Tech University System's Public Art Collection—in honor of Edward E. Whitacre, Jr.

This public art project was approached and vetted through the university's established public art process, with careful consideration of artist selection, design, placement, and long-term preservation. The statue will be permanently installed within the Engineering Key and will recognize Ed Whitacre's accomplishments and service to the university, including the Edward E. Whitacre Jr. College of Engineering.

The project—including artist selection, design mockups, casting, installation, and a maintenance reserve—will be funded entirely through private donations to the Texas Tech Foundation, Inc., spearheaded by Chancellor Emeritus John Montford and Mark M. Johnson, Sr., with over $560,000.00 committed to date.

Regents' Rules, Section 08.02.5.e, requires board approval of the inclusion of any honorary statue within the Texas Tech University System's Public Art Collection.

3. TTU: Approve the total project budget of the National Ranching Heritage Center's Red Steagall Institute project and accept the Competitive Sealed Proposal Contract Sum.

Presenter: Mr. Billy Breedlove Presentation Time: 10 minutes
Board approval required by: Section 08.01, *Regents' Rules*

RECOMMENDATION

The president recommends and the chancellor concurs that the Board of Regents authorize the chancellor or the chancellor's designee to:

(i) Increase the budget by $32,936,925 for the National Ranching Heritage Center's Red Steagall Institute project, with an anticipated total project budget of $35,000,000.
(ii) Report the project to the Texas Higher Education Coordinating Board ("THECB").
(iii) Accept the Competitive Sealed Proposal ("CSP") Contract Sum; and
(iv) Award a CSP Agreement for construction.

The anticipated total project budget, which includes the previously approved $2,063,075, will be funded through the Revenue Finance System ("RFS") and repaid with gift funds.

The Board reasonably expects to incur debt obligations for the design, planning, and construction of the project, and all or a portion of the debt proceeds is reasonably expected to be used to reimburse the System for prior project expenditures. The maximum principal amount of debt obligations to be issued for the Project is $35,000,000.

The president further requests authorization to negotiate and execute all agreements with city, state, and county agencies, utility companies, and other entities required to complete the project successfully.

BACKGROUND INFORMATION

This approval authorizes acceptance of the Competitive Sealed Proposal ("CSP") and award of a CSP Agreement for the execution of the National Ranching Heritage Center's Red Steagall Institute project with an anticipated total project budget of $35,000,000. The Revenue Finance System ("RFS") will fund the anticipated total project budget, and the project will be repaid with gift funds.

The Red Steagall Institute is not a museum or a hall of fame. It is a learning institute dedicated to preserving the arts of painting, sculpture, metalworking, leatherworking, and compositions of music and poetry. Its mission is to preserve these art forms for future generations. The Red Steagall Institute will preserve,

pass forward, and share rich stories told through traditional Western art with the public. Masters-in-residence will demonstrate their trades to the public and scholars, including bit and spur making; leatherwork; painting and sculpting; song and poetry; and the written word, through full-time workshops and studio spaces. Students of traditional Western arts will learn from masters through specialized programming. A world-class facility will offer opportunities unavailable elsewhere.

Seminars at the institute will give aspiring young artists a platform to present their work and gain entry and a ‘leg up’ on the ladder of success. The institute will select these artists from applicants nationwide. It will also serve as a home laboratory for the students in the art department at Texas Tech University. Too often, talent goes unrecognized and undeveloped because artists lack an arena to hone their skills. Over time, we will develop an in-depth research library for students and writers to help preserve our western lifestyle.

The Red Steagall Institute will also become a repository for other artists and writers. Most importantly, it will pass on knowledge of the heritage, traditions, and values inspired by the ranching industry to future generations.

In November 2024, the Board of Regents authorized an expenditure of $1,548,857 and an amendment to the DP Agreement for Stage II design services consisting of Design Development (“DD”), Construction Documents (“CD”), Construction Administration (“CA”) Phases, and to provide a Statement of Probable Cost.

In May 2024, the Board of Regents authorized moving forward with the National Ranching Heritage Center’s Red Steagall Institute project, with an anticipated project budget of $28,000,000. Approved expenditure of $514,218 to execute a Design Professional (“DP”) Agreement and authorize Stage I design services to move forward on the project’s vision through the programming and schematic design phases, provide a Statement of Probable Cost, and a project schedule. The expenditure was funded with gifts.

The Senior Vice President for Administration and Finance and Chief Financial Officer has authorized using currently available funds to engage a Contractor to initiate the project’s value engineering and pricing process. Before proceeding to the construction phase, the source and availability of funding will be re-verified. The Vice Chancellor and Chief Financial Officer of the Texas Tech University System acknowledge the funding source currently available for this initial phase of the project.

4. TTU: Approve concept and expenditure of the Jerry S. Rawls College of Business Building addition project for Design Professional Stage I design services.

Presenters: Mr. Billy Breedlove & Dean Margaret Williams, Ph.D. Presentation Time: 10 minutes
Board approval required by: Section 08.01., *Regents' Rules*

RECOMMENDATION

The president recommends, and the chancellor concurs, that the Board of Regents authorize the chancellor or the chancellor's designee to:

(i) Approve expenditure of $1,755,000 to provide planning and design services for the Jerry S. Rawls College of Business Building Addition project, with an anticipated project budget of $106,000,000.
(ii) Award the Design Professional ("DP") Agreement.
(iii) Authorize Stage I design services.

The Revenue Finance System ("RFS") will fund the expenditure, repaid with the Higher Education Fund ("HEF"), bond proceeds, facility funds, and gifts.

The Board reasonably expects to incur debt obligations for the design, planning, and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is $106,000,000.

The president further requests authorization to negotiate and execute all agreements with city, state, and county agencies, utility companies, and other entities required to complete the project successfully.

BACKGROUND INFORMATION

This approval authorizes the commencement of the Jerry S. Rawls College of Business Building Addition project, with an anticipated project budget of $106,000,000. It includes awarding the Design Professional ("DP") Agreement and initiating Stage I design services to guide the project's vision through programming, and the Schematic Design ("SD") phase. Additionally, it provides a Statement of Probable Cost and a project schedule.

The project will add approximately 83,000 gross square feet (GSF) of new construction and renovate approximately 33,175 GSF within the existing Jerry S. Rawls College of Business, for a total of 116,000 GSF under contract. The project will expand and enhance the college's facilities to support its academic

mission and accommodate evolving educational, instructional, and administrative needs. The new construction and renovation will provide improved, modern spaces to support teaching, learning, collaboration, and the delivery of business education programs. The project will also improve the functionality, efficiency, and long-term usability of existing facilities while integrating the new construction with the current building. These improvements will help ensure that the Rawls College of Business maintains an environment that supports student success, faculty effectiveness, and the continued advancement of Texas Tech University's educational mission.

Texas Tech University System Facilities Planning and Construction and Texas Tech University selected the design professional from the TTU System's approved design professional pre-qualification list. The firm Robert A. M. Stern Architects LLP ("RAMSA") was selected for its extensive expertise in designing educational facilities.

The senior vice president for administration and finance and chief financial officer has verified the source of funds. The vice chancellor and chief financial officer of the TTU System also acknowledged the project's funding source.

5. TTUS: Report on Facilities Planning and Construction projects.

Presenter: Mr. Billy Breedlove
Report requested by: Board of Regents

Presentation Time: 5 minutes

Mr. Billy Breedlove, Vice Chancellor for Facilities Planning and Construction at TTUS, will present a report on projects managed by Facilities Planning and Construction.

FINANCE AND INVESTMENTS

FINANCE AND INVESTMENTS COMMITTEE

Date: Wednesday, November 11, 2026

Time: 9:30 am (or upon adjournment of the Facilities Committee meeting)

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Culp (Chair) and Sinclair (Vice Chair)
(The Finance and Investments Committee consists of all eight board members and the student regent.)

AGENDA

III.C. Consideration of items to be recommended by the Finance and Investments Committee to the Board of Regents of the Texas Tech University System ("TTUS") for and on behalf of Angelo State University ("ASU"), Midwestern State University ("MSU"), the TTU System Administration ("TTUSA"), Texas Tech University ("TTU"), Texas Tech University Health Sciences Center ("TTUHSC"), and Texas Tech University Health Sciences Center at El Paso ("TTUHSC El Paso")

- Approve minutes of committee meeting held on August 13, 2026

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1. TTUS: Authorize increase in maximum of Commercial Paper System of Texas Tech Revenue Financing System to $300 million and Approve the First Amendment to the Amended and Restated Fifth Supplemental Resolution. 28

2. TTUS: Authorize establishment of Texas Tech University System Revenue Financing System Extendable Commercial Paper Program and Approve the Twenty-Second Supplemental Resolution. 29

3. TTUS: Investment Performance Update. 30

4. Adjournment

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Finance and Investments Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. TTUS: Authorize increase in maximum of Commercial Paper System of Texas Tech Revenue Financing System to $300 million and Approve the First Amendment to the Amended and Restated Fifth Supplemental Resolution.

Presenter: Mr. James Mauldin Presentation Time: 5 minutes
Board approval required by: Section 07.05.1, *Regents' Rules*,

RECOMMENDATION

The chancellor recommends that the Board of Regents approve the First Amendment to the amended and restated Fifth Supplemental Resolution to the Master Resolution establishing the Revenue Financing System Commercial Paper Program and approving and authorizing instruments and procedures relating thereto. The amendment increases the authorized size of the Revenue Financing System Commercial Paper Program from $150 million to $300 million, extends the program's maximum maturity date from July 31, 2038, to December 31, 2066, and makes other conforming revisions to reflect the current structure and administration of the program.

The amendment is intended to provide additional financing capacity to support current and future capital projects across the Texas Tech University System and its component institutions while maintaining the flexibility and cost advantages of commercial paper as a source of interim financing. The additional capacity will enhance the System's ability to finance eligible projects during planning, design, construction, and implementation prior to conversion to long-term financing. Current outstanding commercial paper is approximately $67 million with an additional $610 million projected in new capital projects, FY 2027-FY 2029.

The amendment also authorizes the continued appointment of U.S. Bank Trust Company, National Association as Issuing and Paying Agent and reaffirms or approves dealer relationships with J.P. Morgan Securities LLC, BofA Securities, Inc., Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., LLC to support the administration and issuance of commercial paper notes. [See supplemental attachment under the Attachments tab.]

BACKGROUND INFORMATION

The Revenue Financing System Master Resolution was adopted by the Board of Regents on October 21, 1993. The Commercial Paper System was created by the Fifth Supplemental Resolution, to the Master Resolution, in November 1997.

2. TTUS: Authorize establishment of Texas Tech University System Revenue Financing System Extendable Commercial Paper Program and Approve the Twenty-Second Supplemental Resolution.

Presenter: Mr. James Mauldin Presentation Time: 5 minutes
Board approval required by: Section 07.05.1, *Regents' Rules*,

RECOMMENDATION

The chancellor recommends that the Board of Regents authorize the establishment of the Texas Tech University System Revenue Financing System Extendable Commercial Paper ("ECP") Program and approve the attached 22nd Supplemental Resolution to the Master Resolution establishing the program, authorizing the issuance of tax-exempt and taxable commercial paper notes, and approving and authorizing instruments and procedures relating thereto. The resolution authorizes the issuance of up to $200 million of commercial paper notes outstanding at any one time for the purpose of financing eligible capital projects, equipment acquisition, and other authorized projects of the Revenue Financing System.

The proposed ECP Program provides the Texas Tech University System and its component institutions with an additional flexible, short-term financing tool to support capital needs while preserving access to long-term markets at optimal times. Unlike traditional commercial paper programs that require self-liquidity, the ECP structure authorizes note maturities of up to 270 days and allows maturity extensions when needed, reducing liquidity costs and enhancing financing flexibility. The program may issue both tax-exempt and taxable notes and will be secured by pledged revenues of the Revenue Financing System.

The 22nd Supplemental Resolution also authorizes the appointment of BofA Securities, Inc., J.P. Morgan Securities LLC, and Loop Capital Markets LLC as dealers and U.S. Bank Trust Company as issuing and paying agent to facilitate the issuance and administration of the program. [See supplemental attachment under the Attachments tab.]

BACKGROUND INFORMATION

The Revenue Financing System Master Resolution was adopted by the Board of Regents on October 21, 1993, to establish a financing structure supported by pledged system revenues for capital projects and other authorized purposes. The Master Resolution authorizes the issuance of parity obligations through supplemental resolutions as approved by the Board of Regents.

3. TTUS: Investment Performance Update.

Presenter: Mr. Tim Barrett Presentation Time: 10 minutes
Report requested by: Board of Regents.

Mr. Tim Barrett, Chief Investment Officer, Office of Investments, TTUS, will provide an update on the performance of TTUS investments.

ACADEMIC, CLINICAL, AND STUDENT AFFAIRS

ACADEMIC, CLINICAL, AND STUDENT AFFAIRS COMMITTEE

Date: Wednesday, November 11, 2026

Time: 9:55 am (or upon recess of the Finance and Investments Committee meeting)

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

Regents: Sweatt (Chair); Sinclair (Vice Chair) and McLelland (Student Regent)
(The Academic, Clinical, and Student Affairs Committee consists of all eight board members and the student regent.)

AGENDA

III.D. Consideration of items to be recommended by the Academic, Clinical and Student Affairs Committee to the Board of Regents of the Texas Tech University System ("TTUS") for and on behalf of Angelo State University ("ASU"), Midwestern State University ("MSU"), the TTU System Administration ("TTUSA"), Texas Tech University ("TTU"), Texas Tech University Health Sciences Center ("TTUHSC"), and Texas Tech University Health Sciences Center at El Paso ("TTUHSC El Paso")

- Approve minutes of committee meeting held on August 13, 2026

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1. ASU, MSU, TTU: Approve and certify general education curriculum (core curriculum). 33

2. Adjournment

NOTE: All members of the Texas Tech University System Board of Regents serve as members on the Academic, Clinical and Student Affairs Committee. Action taken by this committee is final and does not require a report to the Full Board.

1. ASU, MSU, TTU: Approve and certify general education curriculum (core curriculum).

Presenter: Regent Shelley Sweatt Presentation Time: 5 minutes
Board approval required by: Section 51.315, *Texas Education Code*; 19TAC Section 4.28

RECOMMENDATION

Pursuant to Texas Education Code Section 51.315, the Board of Regents of the Texas Tech University System ("Board") hereby accepts and approves the general education curriculum (core curriculum) proposed by Angelo State University ("ASU"), Midwestern State University ("MSU") and Texas Tech University ("TTU"), as component institutions of the Texas Tech University System ("TTUS") and thereby certify compliance with Texas Education Code Section 51.315, effective January 1, 2027. The Board further authorize the Chairman of the Board to submit the certification to the Texas Higher Education Coordinating Board and the standing House and Senate committees with jurisdiction over higher education by January 1, 2027.

BACKGROUND INFORMATION

In accordance with Texas Education Code, § 61.821-61.832, each institution of higher education that offers an undergraduate degree program, under the direction of the institution's governing board, shall design and implement a core curriculum, including specific courses composing the curriculum, of no less than 42 lower-division semester credit hours ("SCH"). Further, each institutions core curriculum must be composed of Foundational Component Areas that include: (A) Communications - 6 SCH; (B) Mathematics - 3 SCH; (C) Life and Physical Sciences - 6 SCH; (D) Language, Philosophy, and Culture - 3 SCH; (E) Creative Arts - 3 SCH; (F) American History - 6 SCH; (G) Government/Political - 6 SCH; and (H) Social and Behavioral Sciences – 3 SCH. Finally, the core curriculum includes Component Area Options - 6 SCH.

Texas Education Code Section 51.315 requires the Board to review the general education curriculum (core curriculum) of its general academic institutions at least every five years. With this review, the Board must ensure courses in the core curriculum: (1) are foundational and fundamental to a sound postsecondary education; (2) are necessary to prepare students for civic and professional life; (3) equip students for participation in the workforce and in the betterment of society; and (4) ensure a breadth of knowledge in compliance with applicable accreditation standards. Further, in reviewing the general education curriculum, the Board has considered the potential costs the curriculum may impose on students. Pursuant to the above-referenced requirements, the Board has reviewed the general education curriculum for ASU, MSU and TTU, as component institutions of TTUS.

Accompanying this agenda item is the inventory of the general education curriculum for ASU, MSU and TTU being submitted to the Board for approval and certification effective for courses beginning fall 2027. [See supplemental attachment under the Attachments tab.]

MEETING OF THE BOARD/ COMMITTEE OF THE WHOLE 2ND SESSION

MEETING OF THE BOARD/COMMITTEE OF THE WHOLE

Date: Wednesday, November 11, 2026

Time: 10:00 am (or upon adjournment of the last committee meeting of the day)

Place: Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, Lubbock, Texas

AGENDA

IV. **Meeting of the Board—Call to Order; reconvene into Open Session of the Board.**.....Chairman Campbell

V. **Executive Session:** The Board will convene into Executive Session in the Regents Committee Room (106), First Floor, System Administration Building, 1508 Knoxville Avenue, to consider matters permissible under Chapter 551 of the *Texas Government Code*, including, for example:.....Chairman Campbell

A. Consultation with attorney regarding privileged communications, pending or contemplated litigation and settlement negotiations – Section 551.071

B. Deliberations regarding real property: The purchase, lease, exchange, or value of real property – Section 551.072

C. Deliberations regarding prospective gifts – Section 551.073

D. Personnel matters: Discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of employees – Section 551.074

E. Deliberations regarding security devices—deployment of security personnel or devices – Section 551.07

VI. **Open Session:** The Board will reconvene in the Regents Conference Room (104A), First Floor, System Administration Building, 1508 Knoxville Avenue, and meet as a Committee of the Whole and Meeting of the Board to consider and act on:

A. Consideration of appropriate action, if any, on items discussed in Executive Session.....Vice Chairman Womble

B. Chairman's Announcements.....Chairman Campbell

VII. Adjournment .....Chairman Campbell

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a. ASU: Approve appointments with tenure (ACS).

Board approval required by: Section 04.02, *Regents' Rules*; ASU Operating Policy 06.23

The request is to approve granting tenure to the following faculty concurrently with their appointment. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Sarah Coakley, Ph.D., will be the new Provost and Vice President of Academic Affairs and Professor of Chemistry. Dr. Coakley will assume her duties on November 30, 2026. She currently serves as Provost and Chief Academic Officer at Georgia Highlands College, where she provides strategic oversight for academic affairs, student affairs, enrollment management, and institutional effectiveness across five instructional sites serving approximately 6,000 students. She joined Georgia Highlands College in 2013 as a chemistry faculty member and subsequently served as Dean of Natural Sciences and Dean of STEM before becoming Provost in 2021. Dr. Coakley earned a Ph.D. in Chemistry from Tulane University and a B.A. in Chemistry from the University of Illinois at Chicago.

BACKGROUND INFORMATION

The faculty member whose name appears above has been judged by the appropriate committees and administrative personnel as worthy of academic tenure and appointment as Professor and Dean. The procedure established by OP 06.23: Tenure and Promotion Standards and Procedures has been carefully followed.

Approval of this individual brings the number of tenured faculty at Angelo State University to 140. After this appointment, the percentage of tenure-track faculty who have been awarded tenure will be 68 percent. The number of full-time non-tenure or non-tenure track faculty is 93.

b. MSU: Approve emeritus appointments (ACS).

Board approval required by: Section 04.01.2, *Regents' Rules*

The request is to grant emeritus status to the individuals listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Dr. Ann Marie Leimer will retire from MSU on May 31, 2027, as Professor in the Juanita and Ralph Harvey School of Visual Arts, Lamar D. Fain College of Fine Arts. She earned a B.A. in Theater from the College of St. Benedict, and her M.A. And Ph.D. in Art History from the University of Texas at Austin. Dr. Leimer previously worked as an Associate Professor at the University of Redlands before joining MSU in 2012. She served as chair of the Harvey School of Visual Arts for eight years. She taught art appreciation and the core art history survey courses required of all art majors and minors. Dr. Leimer published Consuelo Jimenez Underwood: Art, Weaving, Vision in 2022 and is currently working on another book about Annie Lopes. Her research focused on Latin American female artists and the power of place, and she conducted it with support from the Wyeth Foundation for American Art and numerous development and research grants. Dr. Leimer received the Texas Tech University System Chancellor's Council Distinguished Teaching Award in 2025.

Dr. Nelson Passos will retire from MSU on August 31, 2027, as Professor of Computer Science in the McCoy College of Science, Mathematics and Engineering after 31 years of service to MSU. He earned a B.S. in Electrical Engineering from the University of Sao Paulo, Brazil, an M.S. in Computer Science from the University of North Dakota, and a Ph.D. in Computer Science and Engineering at the University of Notre Dame. He served as the graduate coordinator for the Computer Science program for many years, guiding numerous graduate students through the program. Dr. Passos began his career in industry at Control Data Corporation. His research interests include parallel processing, VLSI design, loop transformations, high-level synthesis, multi-dimensional digital signal processing, computer networks, and security. Dr. Passos published more than 80 articles in refereed technical journals and conference proceedings and received research grants from the National Science Foundation and the Texas Higher Education Coordinating Board. His honors include being named the Hardin Professor in 2000, MSU's highest faculty award.

Dr. Joel Schmitter will retire from MSU on August 31, 2027, as Associate Professor of Mathematics in the McCoy College of Science, Mathematics and Engineering after 33 years of service to MSU. He earned a B.A. in Mathematics and Chemistry from the University of Wisconsin-Oshkosh, an M.S. in Chemistry from the University of Wisconsin, and an M.S. and Ph.D. in Mathematics from the University of Wisconsin-Milwaukee. Dr. Schmitter specialized in statistics and taught courses in elementary probability, mathematical statistics, and statistical quality control. His research focused on the Koziol-Green model, a statistical framework in survival analysis that describes random censoring when the hazard rates of the lifetime and censoring variables are proportional. Dr. Schmitter served on numerous campus committees, including Tenure and Promotion committees at the college and university levels, and frequently served as a science fair judge for the community.

BACKGROUND INFORMATION

According to the *Regents' Rules,* emeritus appointments shall be honorary and without stipend. The appointments are given at retirement and are intended to recognize long and faithful service, or very distinguished service to the university.

The named individuals qualify for emeritus appointment under the policy of the Board of Regents.

c. MSU: Approve Doctor of Philosophy with a major in Radiologic Sciences (ACS).

Board approval required by: Section 04.09.1, *Regents' Rules*; MSU Operating Policy 02.23 and Title 19, Part 1, Chapter 2, Subchapter G, *Texas Administrative Code*

The request is to approve a new degree program, Doctor of Philosophy ("Ph.D. ") with a major in Radiologic Sciences and authorize submission by the Office of the Provost and Vice President for Academic Affairs to the Texas Higher Education Coordinating Board seeking its approval and to the Southern Association of Colleges and Schools Commission on Colleges for acknowledgment of a new degree program. Midwestern State University has administratively approved this request through the relevant program approval channels. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The Ph.D. in Radiologic Sciences is designed to prepare master's-degreed radiologic technologists for executive leadership roles in academic, healthcare administration, clinical, and research settings.

Need for the program: Currently, Texas and the United States have no discipline-specific doctoral programs in radiologic or medical imaging sciences for health sciences. Radiologic Science professionals seeking doctoral degrees do so in related fields (e.g., health sciences, health professions, educational leadership).

Midwestern State University ("MSU") launched the first discipline-specific master's program in radiologic sciences in the U.S. in 1995 and continues to see strong enrollment, with two program starts per academic year. In 2006, MSU started one of the first four advanced master's-level clinical practice level radiologist assistant programs in the United States. Other institutions in the U.S. have since followed MSU's lead. Currently, 26 master's degree programs titled radiologic science or medical imaging are offered in the U.S., but MSU remains at the forefront of both undergraduate and graduate education in radiologic sciences. In 2019, MSU formed a partnership with Shimadzu Medical Systems USA with the naming of The Shimadzu School of Radiologic Sciences. The partnership continues to support medical equipment and a service plan for the radiologic sciences program, allowing students to gain experience and proficiency with technologies used in clinical settings nationwide.

According to the American Society of Radiologic Technologists' (ASRT) 2024 Wage and Salary Survey, approximately 6.9% of radiologic technologists hold a master's degree. Of the 18,155 survey respondents, 138 (0.8%) held doctoral degrees. Those with doctoral degrees must earn them in related fields outside

the radiologic profession, which requires translating knowledge from another field into the radiologic profession. The lack of a terminal degree in radiologic sciences creates two significant challenges. The first occurs when the degree translation process does not happen, which stalls the profession's growth and advancement. The second occurs when individuals leave the radiologic profession for careers more aligned with their earned doctorate, reducing the number of radiologic science professionals with advanced degrees in hospitals and universities.

Overall, this program aims to meet demand for a discipline-specific degree that retains individuals with advanced degrees in a profession that is currently in high demand and projected to remain strong for years to come. The Bureau of Labor Statistics projects 6% faster-than-average growth in radiologic sciences for 2023-2031. The profession also faces a shortage of qualified educators and academic leaders. A 2024 white paper from the Consensus Committee on the Future of Medical Imaging and Radiation Therapy (convened by the American Society of Radiologic Technologists, the American Registry of Radiologic Technologists, and the Joint Review Committee on Education in Radiologic Technology) identified educator shortages and career pathway development as central priorities for sustaining the profession. The report recommended expanded educational opportunities and stronger academic pipelines.

The radiologic sciences profession is experiencing significant workforce shortages, with a reported radiologic technologist vacancy rate of 18.1%, up from 6.2% three years earlier, raising concerns about workforce stability and access to imaging services. However, shortages of qualified faculty and academic leaders, coupled with rapid advances in artificial intelligence, informatics, simulation, and emerging imaging technologies, amplify the need for doctoral-level professionals equipped to lead the profession. The proposed Doctor of Radiologic Sciences program will address growing workforce, educational, leadership, research, and clinical needs across Texas and the nation by preparing doctoral-level professionals to lead research, innovation, and evidence-based practice. Graduates will be prepared to serve as faculty members, researchers, program directors, advanced practitioners, and healthcare leaders.

The program will also provide opportunities for Midwestern State University to collaborate with the United Regional Health Care System through research, clinical innovation, and workforce development. The Doctor of Radiologic Sciences program aligns with MSU's strategic priorities to Educate, Support, and Serve while creating opportunities for continued enrollment growth and strengthening the university's role in advancing the radiologic sciences profession.

Program structure and modality: The curriculum uses a hybrid delivery model and is designed for completion in 3 years, with a 4-year option if required.

Five-Year Enrollment Projection

Ph.D. in Radiologic Sciences	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Enrollment	12	12	12	12	12
*Attrition	2	2	2	2	2
Cumulative Headcount	12	22	32	32	32
Graduates	0	0	10	10	10

**Attrition will be applied at the beginning of the following year*

Five-year Cost and Funding: The table below provides the projected five-year cost and funding. The proposed program leverages current faculty positions, facilities, and other resources to deliver a high-quality educational experience. The identified cost includes student scholarships, funding for two additional faculty in years three and four, and one new secretary in year three.

Five-year Cost	
Personnel (administration and salaries)	$636,670
Facilities and Equipment	$0
Supplies and Materials	$0
Other (Scholarships)	$35,000
Total Cost	**$671,670**

Five-year Funding	
Tuition	$407,520
Anticipated New Formula Funding	$646,642
Fees	$545,603
Other	$0
Total Funding	**$1,599,765**

d. TTU: Approve a name change of University College to the School of Professional Studies (ACS).

Board approval required by Section 04.11.1, 13.01.1, *Regents' Rules*

The request is to approve the name change of University College to the School of Professional Studies, effective January 1, 2027. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

In June 2024, the university announced a strategic realignment to rename the University Studies department as Professional Studies, marking an important first step in developing educational programs and support systems designed to better meet the needs of non-traditional learners. Professional Studies is currently administratively aligned with Texas Tech Online within Office of the Provost.

Since 2024, Professional Studies has significantly expanded its academic offerings, including the addition of two new graduate degree programs in 2026. It has also implemented several innovative initiatives designed to reduce barriers and support students throughout their educational journey. These include fast free admission; free credit for prior learning and professional experience; and dedicated student advocates who provide individualized support from enrollment through graduation.

These efforts, along with other strategic initiatives, have contributed to substantial enrollment growth and demonstrated the potential for Professional Studies to serve an even broader population of learners. Establishing Professional Studies as a stand-alone academic unit will create a distinct entity positioned to expand degree offerings, strengthen career-focused services, and develop innovative approaches specifically tailored to the needs of non-traditional learners.

To expedite the establishment of this new academic unit, Texas Tech University proposes to rename the former University College, which operated from 2008 to 2011, as the School of Professional Studies. This organizational modification will be reported to the Texas Higher Education Coordinating Board and will provide the structure necessary to support the continued growth and strategic development of the School of Professional Studies.

The following degree programs will be moved from Texas Tech Online to the School of Professional Studies.

Undergraduate Degrees

- BS in Leadership Studies
- BAAS in Applied Leadership
- BA in Organizational Leadership
- BS in Legal Studies
- BAAS in Legal Studies
- BA in Human Resource Development
- BS in Computing Applications
- BS in Human-Centered Artificial Intelligence
- BAAS in Emergency Management
- BA in Interdisciplinary Studies

Graduate Degrees

- MA in Legal Studies
- MS in Leadership Studies

e. TTU: Approve the name change of the Department of Geosciences (ACS).

Board approval required by Section 04.11.1, *Regents' Rules*

The request is to approve the following administrative change at the department level in the College of Arts and Sciences. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Approval is requested to change the name of the Department of Geosciences to the Department of Earth, Atmospheric, and Geographic Sciences effective January 1, 2027.

BACKGROUND INFORMATION

The proposed change to rename the Department of Geosciences to the Department of Earth, Atmospheric, and Geographic Sciences more accurately reflects the expanded scope of the department's academic programs and areas of study.

f. TTU: Approve the name change of the Department of Hospitality and Retail Management (ACS).

Board approval required by Section 04.11.1, *Regents' Rules*

The request is to approve the following administrative change at the department level in the Texas Tech University College of Health and Human Sciences. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Approval is requested to change the name of the Department of Hospitality and Retail Management to the Department of Hospitality, Fashion Design, and Retail Management effective January 1, 2027.

BACKGROUND INFORMATION

The proposed change to rename the department as the Department of Hospitality, Fashion Design, and Retail Management is occurring in conjunction with the realignment of academic programs in the College of Health and Human Sciences. As part of this realignment, the Fashion Design program will move from the Department of Design to the current Department of Hospitality and Retail Management. The proposed name change more accurately reflects the department's expanded academic offerings and areas of study following this realignment.

g. TTU: Approve Bachelor of Business Administration degree with a major in Applied Artificial Intelligence for Business (ACS).

Board approval required by: Section 04.09.1, *Regents' Rules*; TTU Operating Policy 36.04 and Title 19, Part 1, Chapter 2, Subchapter G, Texas Administrative Code

The request is to approve a new degree program, Bachelor of Business Administration with a major in Applied Artificial Intelligence for Business and authorize the Office of the Provost and Senior Vice President to submit this to the Texas Higher Education Coordinating Board seeking its approval of such a program and to The Commission for Colleges and Universities for acknowledgment of a new degree program. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The Bachelor of Business Administration ("BBA") in Applied Artificial Intelligence for Business will be offered on the Lubbock campus with face-to-face and hybrid modalities. The program will be housed in the Area of Information Systems and Quantitative Sciences in the Jerry S. Rawls College of Business.

The BBA prepares students to use artificial intelligence, analytics, and structured judgment to improve business decisions. The program is designed for students who will apply AI in organizations rather than build frontier AI systems. Coursework emphasizes business problem framing, data preparation, statistical reasoning, decision support, machine learning for managerial use, automation of business workflows, governance, and responsible deployment of AI tools in organizational settings.

Graduates will be able to define business problems in analytic terms, prepare and manage data for decision use, evaluate uncertainty and risk, use AI and machine learning tools to support managerial judgment, design human and AI workflows for business processes, and communicate recommendations clearly to decision makers. The program is intended to produce graduates who can serve as analysts, AI-enabled business specialists, decision support professionals, process improvement analysts, and future managers who can lead responsible AI adoption across business functions.

Nationally, labor market demand is strong for graduates who can combine business expertise with analytics and applied AI skills. In April 2026, the Rawls College Handshake database listed 4,718 positions that included AI as a keyword, indicating substantial employer interest in AI-related talent. This demand is reinforced by national employment projections. The U.S. Bureau of Labor Statistics projects growth of 34% for data scientists, 21% for operations

research analysts, and 9% for management analysts between 2024 and 2034, while business and financial occupations overall are expected to generate approximately 942,500 job openings annually. Texas reflects these national trends and presents a particularly strong opportunity for graduates of an Applied AI for Business program. As employers across professional services, logistics, energy, healthcare, financial services, retail, and manufacturing increasingly adopt AI-enabled processes, organizations need professionals who can translate business challenges into AI-assisted workflows, evaluate outcomes, manage risk, and coordinate work between human experts and intelligent systems.

Among Texas institutions, several programs reflect the growing convergence of business and artificial intelligence, although most emphasize analytics, data science, or technical AI applications. The closest comparisons include the Lamar University BBA. in Business Analytics and Artificial Intelligence; the University of Texas at Arlington B.S. in Artificial Intelligence for Business; and the Southern Methodist University AI for Business specialization, which provides BBA students with coursework in AI, machine learning, and business applications. The proposed BBA in Applied AI for Business is differentiated by focusing specifically on AI-assisted business decision making, workflow design, governance, risk management, and human-AI collaboration, preparing graduates to serve as effective business users and managers of AI rather than developers of AI.

The enrollment projections in the table below are based on strong student interest in AI and demand for business-focused career pathways that build on existing interests in analytics, business intelligence, and emerging technologies. The program is expected to attract current business students, transfer students, and students seeking an applied, business-oriented alternative to data science or computing majors. Student demand for the degree is supported by the workforce data presented previously.

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	55	79	102	129	154
Attrition	0	2	4	7	10
Cumulative Headcount	55	129	222	314	413
FTSE (fall)	55	132	227	344	458
Graduates	0	3	5	30	45

The projected five-year costs and funding are provided in the table that follows. The program will hire one assistant/associate professor of practice to increase the existing faculty to deliver the program. Other costs include staff and student scholarships.

Five-Year Costs	
Personnel (administration and salaries)	$1,126,807
Facilities and Equipment	$0
Supplies and Materials	$0
Other	$10,000
Total Costs	$1,136,807

Five-Year Funding	
Reallocated Funds	$663,366
Anticipated New Formula Funding	$941,743
Other	$0
Tuition and fees	$10,621,298
Total Funding	$12,226,407

h. TTU: Approve Doctor of Business Administration degree with a major in General Business (ACS).

Board approval required by: Section 04.09.1, *Regents' Rules*; TTU Operating Policy 36.04 and Title 19, Part 1, Chapter 2, Subchapter G, Texas Administrative Code

The request is to approve a new degree program, Doctor of Business Administration with a major in General Business and authorize the Office of the Provost and Senior Vice President to submit this to the Texas Higher Education Coordinating Board seeking its approval of such a program and to The Commission on Colleges and Universities for acknowledgment of a new degree program. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The Doctor of Business Administration with a major in General Business will be delivered in a hybrid format that combines online instruction with periodic in-person residencies at the Lubbock campus and Dallas site. The program will be housed in the Department of Business Administration in the Jerry S. Rawls College of Business.

The proposed Doctor of Business Administration ("DBA") is a doctoral program designed to prepare experienced working professionals to apply advanced research methods to address complex, applied business problems. The program emphasizes the integration of theory and practice to support evidence-based decision-making, organizational effectiveness, and leadership in business and related fields. The program requires 72 semester credit hours and is designed for completion over a three-year period. The program culminates in the completion and successful defense of a dissertation that addresses a significant applied business problem. Students will participate in five in-person sessions at the beginning of each semester, followed by one weekend per month consisting of approximately 10 hours of synchronous online instruction. Each fall and spring semester will include a research-focused course with the summer terms dedicated to research-related coursework. The DBA is distinct from the existing Ph.D. in Business Administration, in that it is designed for working professionals and emphasizes applied research, practical problem solving, and organizational impact, rather than preparation for academic research careers.

There is strong projected growth in occupations related to the DBA with employment expected to increase by 16.9% in Texas, 15.1% regionally, and 6.8% nationally, exceeding overall occupational growth rates in each geography. Labor market information identifies 63,709 annual openings in Texas, 85,334 regionally, and 543,400 nationally, indicating sustained demand across labor markets. Discipline-specific analysis highlights strong demand for roles aligned with DBA training. In Texas, management analysts (21.9% growth) and project

management specialists (18.3% growth) are among the fastest-growing occupations, reflecting employer demand for advanced analytical and problem-solving capabilities. Real-time job postings data show that over a six-month period, there were 37,926 postings in Texas and 414,532 postings nationally related to business administration. These postings consistently emphasize skills such as finance, marketing, customer relationship management, change management, and data analysis.

A review of Texas-based DBA programs shows that seven universities currently offer the degree, with most programs classified as general business administration and management. Institutions using this designation include Texas State University, the University of Houston, the University of North Texas, Prairie View A&M University, and the University of the Incarnate Word. Two institutions are more specialized. The University of Texas at Dallas is designated as management science, while the University of Dallas is classified as management sciences and quantitative methods. Overall, the DBA programs in Texas are primarily aligned with general business administration.

The enrollment projections below are based on market research indicating demand for the degree program. No other institutions in West Texas offer the DBA, and there are only two institutions in the Dallas Metroplex offering the degree. Student demand for the degree is also supported by the workforce data presented previously.

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	5	10	10	10	10
Attrition	0	2	2	2	2
Cumulative Headcount	5	13	16	19	22
FTSE (fall)	5	13	21	24	27
Graduates	0	0	5	5	5

The projected five-year costs and funding are provided in the table that follows. The program will hire two professors at the associate or professor levels. These hires will come from resources provided through reallocation and program growth. Other costs include staff support, supplies and materials, and program marketing. In line with other executive business programs, this program will charge each student an annual program fee of $40,000 (pending approval of the changes to the Global Fee Document).

Five-Year Costs	
Personnel (administration and salaries)	$1,576,375
Facilities and Equipment	$0
Supplies and Materials	$60,000
Other	$125,000
Total Costs	**$1,761,375**

Five-Year Funding	
Reallocated Funds	$1,421,375
Anticipated New Formula Funding	$0
Other	$0
Tuition and fees	$2,800,000
Total Funding	**$4,221,375**

i. TTU: Approve Doctor of Engineering degree with a major in Systems and Engineering Management (ACS).

Board approval required by: Section 04.09.1, *Regents' Rules*; TTU Operating Policy 36.04 and Title 19, Part 1, Chapter 2, Subchapter G, Texas Administrative Code

The request is to approve a new degree program, Doctor of Engineering with a major in Systems and Engineering Management, and authorize the Office of the Provost and Senior Vice President to submit this to the Texas Higher Education Coordinating Board seeking its approval of such a program and to The Commission on Colleges and Universities for acknowledgment of a new degree program. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

The Doctor of Engineering with a major in Systems and Engineering Management will be offered in person at the Lubbock campus, hybrid, and 100% online. The program will be housed in the Department of Industrial, Manufacturing, and Systems Engineering in the Edward E. Whitacre Jr. College of Engineering.

The proposed Doctor of Engineering ("D.Eng.") in Systems and Engineering Management is a 72-hour doctoral degree. The applied research doctorate will provide an alternative to Texas Tech's existing Ph.D. in Systems and Engineering Management. The program will prepare professionals to apply and integrate existing theories, methods and models in new contexts rather than focus primarily on generating new knowledge. In the D.Eng., students will complete a dissertation in practice—a scholarly research project that requires application of existing systems and engineering management knowledge to demonstrate mastery of the field and generate practical insights and other outcomes.

Labor market data demonstrate strong and sustained demand for professionals with advanced systems engineering expertise at both the national and state levels. Systems Engineering prepares graduates to apply engineering, analytical, and scientific principles to the design, optimization, and management of complex systems across industries such as manufacturing, energy, aerospace, transportation, logistics, defense, and large-scale enterprise operations. The proposed doctoral program addresses a clear workforce need for professionals who can address these areas. Career pathways for graduates include Industrial Engineers, Engineering Managers, Robotics Engineers, Energy Engineers, Human Factors Engineers, and Postsecondary Engineering Teachers.

Nationally, Industrial Engineering, the primary occupational outcome associated with Systems Engineering, is projected by the U.S. Bureau of Labor Statistics to grow 11% from 2024 to 2034, adding approximately 38,500 jobs and generating more than 25,000 annual openings. The occupation employed more than 351,000 workers in 2024 and reported a median annual wage of more than $101,000. Texas demonstrates particularly strong demand for this talent, employing more than 24,000 Industrial Engineers and offering average wages above the national level. State workforce data consistently identify systems and industrial engineering occupations as critical to key Texas industries, including advanced manufacturing, aerospace and defense, energy, and supply chain operations.

In the state of Texas, there are three Doctor of Engineering programs offered and two by public universities, Texas A&M University and Lamar University, and one offered by Southern Methodist University (“SMU”). Currently only Texas A&M offers an online or hybrid modality for completing the degree program. Thus, there is a clear need for additional Doctor of Engineering programs, especially those offered via online/hybrid modalities. None of the programs in Texas have the same focus as the proposed programs. The Texas A&M and Lamar programs are general engineering, and the SMU program addresses computer software engineering and engineering/industrial management. Texas Tech’s proposed degree program focuses on systems engineering, making it unique among D.Eng. degrees.

The enrollment projections in the table below are based on applications for the existing Ph.D. program that has an admission rate of 14%. From 2021-25, there were 323 applicants, with 39 being admitted (284 denied). Examination of student backgrounds and statements of purpose suggest that many students are a better fit for an applied research doctorate rather than a basic research doctorate. It is anticipated that 28-29 prospective students would apply per year to the proposed degree program. Student demand for the degree is supported by the workforce data presented previously.

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Students	6	7	13	6	8
Attrition	0	1	2	2	2
Cumulative Headcount	6	12	22	22	22
FTSE (fall)*	4	8	14	15	15
Graduates	0	0	1	4	6

*Majority of enrollments will be part-time with 1-2 full-time students admitted annually.

The projected five-year costs and funding are provided in the table that follows. The program will hire two professors of practice to increase the existing faculty to deliver the program. Other costs include student assistantships, library and instructional technology, and program supplies and materials.

Five-Year Costs	
Personnel (administration and salaries)	$1,062,640
Facilities and Equipment	$30,000
Supplies and Materials	$2,500
Other	$389,974
Total Costs	**$1,485,114**

Five-Year Funding	
Reallocated Funds	$607,320
Anticipated New Formula Funding	$726,635
Other	$179,424
Tuition and fees	$798,287
Total Funding	**$2,311,666**

j. TTU: Approve appointment with tenure (ACS).

Board approval required by: Section 04.02, *Regents' Rules*; TTU Operating Policy 32.01.

The request is to approve the granting of tenure for the faculty as listed below, concurrently with their appointment.

Veronica Eliasson, Ph.D., joined the Department of Mechanical and Aerospace Engineering in the Edward E. Whitacre Jr. College of Engineering at Texas Tech University as an associate professor effective September 1, 2026. Dr. Eliasson earned her doctorate in Mechanics from the Royal Institute of Technology, in Stockholm, where she also earned her Master of Science in Vehicle Engineering. Most recently, Dr. Eliasson served as an associate professor of mechanical engineering at the University of California San Diego, with a joint appointment in mining engineering at the Colorado School of Mines. She has also held faculty positions at the University of Southern California, where she received tenure in 2016.

Kooktae Lee, Ph.D., joined the Department of Mechanical and Aerospace Engineering in the Edward E. Whitacre Jr. College of Engineering at Texas Tech University as an associate professor effective September 1, 2026. Dr. Lee earned his doctorate in aerospace engineering from Texas A&M University in 2015 and his Master of Science and Bachelor of Science degrees in mechanical engineering from Korea University. Most recently, Dr. Lee served as an associate professor of mechanical engineering at the New Mexico Institute of Mining and Technology, where he received tenure in 2023. He also held postdoctoral positions at the University of California San Diego and Texas A&M University.

Chun Hung Liu, Ph.D., joined the Department of Electrical and Computer Engineering in the Edward E. Whitacre Jr. College of Engineering at Texas Tech University as an associate professor effective September 1, 2026. Dr. Liu earned his doctorate in electrical and computer engineering from the University of Texas at Austin. He earned a Master of Science in mechanical engineering from the Massachusetts Institute of Technology. He holds Bachelor of Science and Master of Science degrees in mechanical and electrical engineering, respectively, from National Taiwan University. Prior to joining Texas Tech, Dr. Liu served as an associate professor of electrical and computer engineering at Mississippi State University, earning tenure in 2023.

BACKGROUND INFORMATION

The faculty members whose names appear above have been judged by their respective department faculty, appropriate committees and administrative personnel as worthy of tenure. University procedures (OP 32.01) for recommending the tenure of qualified members of the faculty have been carefully followed.

Approval of these 5 faculty members will bring the number of full-time tenured faculty at Texas Tech University to 769. There are 1,133 full-time tenured and tenure-track faculty. After these appointments, the percentage of tenure-track faculty who have been awarded tenure will be 68.4%, and tenured faculty represent 39.1% of all faculty (including part-time). Together, tenured and tenure-track faculty represent 57.1% of all faculty, and 66.4% of all full-time faculty.

k. TTUHSC: Approve granting of tenure (ACS).

Board approval required by: Section 04.02, *Regents' Rules*; HSC Operating Policy 60.01

The request is to approve the granting of tenure, effective November 11, 2026, to the faculty as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Kerem Shuval, Ph.D., MPH, Professor, Julia Jones Matthews School of Population and Public Health; Kenneth H. Cooper Institute

Dr. Kerem Shuval earned doctoral degrees in Public Health and Business Administration from the University of Haifa and a Master of Public Health from the Hebrew University of Jerusalem. He completed postdoctoral training at the Yale-Griffin Prevention Research Center. Dr. Shuval joined TTUHSC in 2024 as a Research Professor with the Kenneth H. Cooper Institute and holds a faculty appointment in the Julia Jones Matthews School of Population and Public Health. He previously held faculty positions at the University of Haifa and the University of Texas School of Public Health, as well as research leadership roles at the American Cancer Society.

Dr. Shuval's research integrates behavioral epidemiology and behavioral economics to examine physical activity, diet, and tobacco use in relation to chronic disease prevention. His scholarship includes more than 150 peer-reviewed publications in prominent journals, including Nature Medicine, The Lancet, JAMA Cardiology, Circulation, and CA: A Cancer Journal for Clinicians. According to institutional Google Scholar data provided in July 2026, his work received more than 78,000 citations, ranking him first among TTUHSC researchers and among the top six researchers in the Texas Tech University System. Dr. Shuval was also recognized among the world's top 2% of scientists in the 2026 Stanford/Elsevier rankings, further demonstrating the international reach and influence of his scholarship.

Dr. Shuval has led and contributed to externally funded research advancing chronic disease prevention and public health. His work has informed tobacco-control policy and provided practical approaches to physical activity counseling. At Texas Tech University Health Sciences Center ("TTUHSC"), he is advancing research that applies behavioral economics to dementia prevention. His educational contributions include mentoring more than 25

master's students, eight doctoral students, and several postdoctoral researchers.

Dr. Shuval's tenure application was reviewed in accordance with the established promotion and tenure policies and procedures of the Julia Jones Matthews School of Population and Public Health.

BACKGROUND INFORMATION

Those members of the faculty whose names appear on the above list have been judged by the respective departmental faculty, appropriate committees, and administrative personnel as worthy of the promotions and granting of tenure for which they have been recommended. The procedure used in recommending members of the faculty for promotion and tenure has been followed carefully.

Approval of tenure at this BOR meeting for these individuals, along with the other TTUHSC tenure approvals being requested on this day, brings the number of tenured faculty in all academic schools of Texas Tech University Health Sciences Center to 149. There are a total of 206 faculty either in the tenure-track or tenured. After these appointments, the percentage of tenure-track faculty who have been awarded tenure will be approximately 72.33 percent. The number of faculty that are non-tenure track is 540.

I. TTUHSC El Paso: Approve appointment with tenure (ACS).

Board approval required by: Section 04.02, *Regents' Rules*; HSCEP Operating Policy 60.01

The request is to approve the granting of tenure of the faculty member as listed below concurrently with their initial faculty appointment.

Ahmad Kutkut, D.D.S., M.S., Ph.D., joined the Woody L. Hunt School of Dental Medicine as Professor of Dental Medicine on July 1, 2026. Prior to joining TTUHSC El Paso, he served as Professor and Division Chief of Prosthodontics at the University of Kentucky College of Dentistry, where he also held an Endowed University Professorship in Dentistry and received the Dean's Research Award and Faculty Patient Care Award for Outstanding Achievement.

Dr. Kutkut earned his dental degree from the University of Jordan and completed advanced training in general dentistry and implant dentistry at New York University. He subsequently completed a certificate in prosthodontics and an M.S. in Oral Sciences at the University at Buffalo, followed by a Ph.D. in Clinical and Translational Science from the University of Kentucky College of Medicine. His principal academic and clinical areas include prosthodontics, implant dentistry, digital dentistry, esthetic dentistry, and fixed and removable prosthodontics.

Dr. Kutkut has a well-established national professional reputation in prosthodontics and implant dentistry, supported by sustained scholarly contributions, professional engagement, and leadership in dental education. He has served on the American College of Prosthodontists (ACP) Education Foundation Annual Appeal Committee and chairs the committee for the ACP's 2026 Digital Dentistry Symposium, providing contemporary evidence of national peer recognition. He is also a Diplomate of the International Congress of Oral Implantologists, reflecting advanced professional achievement in implant dentistry.

Dr. Kutkut's scholarship focuses on dental implants, prosthodontic rehabilitation, bone regeneration, implant-retained overdentures, implant complications, and digital and esthetic dentistry. His work includes randomized clinical research and systematic reviews published in recognized specialty journals and has received meaningful citation within the implant and prosthodontic literature. His professional standing is further supported by sustained leadership in implant and prosthodontic education, including curriculum development, direction of a predoctoral implant program, and organization of implant symposia. Collectively, his scholarship, professional leadership, and peer recognition demonstrate sustained contributions to the fields of prosthodontics and implant dentistry.

BACKGROUND INFORMATION

The member of the faculty whose name appears above list has been judged by the appropriate committees and administrative personnel as worthy of the granting of tenure for which he has been recommended. The procedure used in recommending members of the faculty for tenure has been followed carefully.

Approval of this faculty member for tenure brings the number of tenured faculty members at TTUHSC El Paso to 26. There is a total of 39 faculty either in the tenure-track or tenured. After these appointments, the percentage of tenure track faculty who have been awarded tenure at TTUHSC El Paso will be 67 percent. The number of faculty on the non-tenure track is 314.

m. ASU, MSU, TTU, TTUSVM, TTUHSC, TTUHSC El Paso: Acknowledge Campus Condition Report (F).

1. ASU: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Angelo State University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The ASU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821, and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated Campus Condition needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.2302%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.4638%. The comparable

measures reported in the institution's FY 2025 Campus Condition Report were 0.1652%and 0.4409%, respectively.

Angelo State University

Campus Condition Report - FY2026

10/21/2026

Summary by Period and Category	Critical	Deferred	Planned	Adaption	Total
Budgeted - Current Year	$ -	$ 6,583,500.00	$ 4,394,862.00	$ 17,495,652.00	$ 28,474,014.00
Expenditures - Previous Year	$ -	$ 643,840.00	$ 5,030,561.07	$ 9,979,155.92	$ 15,653,556.99
Projected - Years 2 through 5	$ -	$ 606,400.00	$ 14,566,002.00	$ 35,375,735.00	$ 50,548,137.00
Unbudgeted - Current Year	$ -	$ 35,000.00	$ 96,850.00	$ 825,000.00	$ 956,850.00
Summary by Type and Category					
Architectural	$ -	$ 1,588,490.00	$ 3,309,895.00	$ 54,306,231.92	$ 59,204,616.92
HVAC	$ -	$ 3,100,000.00	$ 6,879,795.22	$ -	$ 9,979,795.22
Legal	$ -	$ 460,000.00	$ 109,000.00	$ -	$ 569,000.00
Safety	$ -	$ -	$ 807,987.53	$ 849,693.00	$ 1,657,680.53
Other	$ -	$ 2,085,000.00	$ 10,395,734.01	$ 5,704,859.00	$ 18,185,593.01
Plumbing and Electrical	$ -	$ 635,250.00	$ 2,585,863.31	$ 2,814,759.00	$ 6,035,872.31
TOTAL	$ -	$ 7,868,740.00	$ 24,088,275.07	$ 63,675,542.92	$ 95,632,557.99

Top Five Priority Projects	Priority	Period	Category	Type	Amount
ASU AVIATION FACILITY ATC / RADAR ROOM, OFFICES	1	Budgeted - Current Year	Facility Adaptation	Architectural	$ 385,000.00
MCS 100 LECTURE HALL REFRESH	2	Budgeted - Current Year	Facility Adaptation	Architectural	$ 850,000.00
MCS 111 IT SERVICE CENTER EXPANSION	3	Budgeted - Current Year	Facility Adaptation	Architectural	$ 350,000.00
MAYER MUSEIUM GIFT SHOP, OFFICES, GALLERY GATES	4	Budgeted - Current Year	Facility Adaptation	Architectural	$ 225,000.00
THE NEXUS PHASE 1 & 2 CONSTRUCTION	5	Budgeted - Current Year	Facility Adaptation	Architectural	$ 7,804,898.00

E&G Deferred Maintenance	$ 1,267,265
Non-E&G Deferred Maintenance	$ 6,601,475
Total Deferred Maintenance	**$ 7,868,740**

Educational and General Bulding Resplacement Estimate (EGBRE)		
	Fall 2025 Building Replacement Cost from THECB	**DM Index Value**
E&G	$ 550,386,733	0.2302%

Institution-Wide Building Replacement Estimate (IWBRE)		
	Fall 2025 Building Replacement Cost from THECB	**DM Index Value**
Total Including E&G	$ 1,696,680,378	0.4638%

2. MSU: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Midwestern State University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The MSU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821, and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.1870%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.1302%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.2512% and 0.1644%, respectively.

Midwestern State University

Campus Condition Report - FY2026

October 21, 2026

Summary by Period and Category						
Period	Critical	Deferred	Planned	Adaptation	Total	
Budgeted - Current Year	$ 25,000	$ 258,032	$ 2,448,840	$ 393,000	$ 3,124,872	
Expenditures - Previous Year	$ 398,655	$ 109,157	$ 6,340,033	$ 1,147,640	$ 7,995,485	
Projected - Years 2 through 5	$ -	$ 1,828,350	$ 21,792,690	$ 1,859,000	$ 25,480,040	
Unbudgeted - Current Year	$ -	$ -	$ -	$ -	$ -	
Total	$ 423,655	$ 2,195,539	$ 30,581,563	$ 3,399,640	$ 36,600,397	

Summary by Type and Category					
Maintenance Type					
Architectural	$ 23,039	$ 634,842	$ 13,884,069	$ 2,303,615	$ 16,845,565
HVAC	$ 282,269	$ 1,039,227	$ 4,258,592	$ -	$ 5,580,088
Plumbing and Electrical	$ 84,347	$ 31,800	$ 4,378,178	$ 60,000	$ 4,554,325
Safety	$ -	$ 121,470	$ 3,279,577	$ 855,200	$ 4,256,247
Legal and Mandatory	$ 34,000	$ 368,200	$ 1,099,990	$ 50,000	$ 1,552,190
Other	$ -	$ -	$ 3,681,157	$ 130,825	$ 3,811,982
Total	$ 423,655	$ 2,195,539	$ 30,581,563	$ 3,399,640	$ 36,600,397

Top Five Priority Projects					
Priority	**Name**	**Period**	**Category**	**Type**	**Amoun**
1	Overhaul chiller #1: replace all seals, complete tear down.	Budgeted - Current Year	Planned Maintenance	HVAC	$ 254,145
2	Top slab installation for tunnel ceilings critical areas.	Budgeted - Current Year	Planned Maintenance	Other	$ 300,000
3	Replace 16" & 12" DIA steel piping in east cooling tower.	Budgeted - Current Year	Planned Maintenance	HVAC	$ 125,000
4	Replace 16" crossover valve chiller condenser return line.	Budgeted - Current Year	Planned Maintenance	HVAC	$ 17,000
5	Replace VFD for chill water pump that has failed.	Budgeted - Current Year	Planned Maintenance	HVAC	$ 42,086

E&G	$ 1,029,390
Non-E&G Deferred Maintenance	$ 1,179,117
Total	**$ 2,208,507**

	Fall 2025 Report	DM Index Value
Educational and General Building Replacement Estimate (EGI	$ 550,386,733	0.1870%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 1,696,680,378	0.1302%

3. TTU: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Texas Tech University's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The TTU Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.3772%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.2233%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.4646% and 0.3093%, respectively.

Texas Tech University

Campus Condition Report - FY2026

Friday, October 2, 2026

Summary by Period and Category						
Period	**Critical**	**Deferred**	**Planned**	**Adaptation**	**Total**
Previous Expenditures	$ -	$ 7,879,000	$ 21,269,535	$ 27,604,500	$ 56,753,035
Budgeted - Current Year	$ -	$ 14,983,000	$ 60,119,000	$ 101,867,703	$ 176,969,703
Projected - Years 2 Through 5	$ -	$ 3,080,500	$ 29,976,500	$ 232,500	$ 33,289,500
Total	$ -	$ 25,942,500	$ 111,365,035	$ 129,704,703	$ 267,012,238

Summary by Type and Category						
Maintenance Type	**Critical**	**Deferred**	**Planned**	**Adaptation**	**Total**
Plumbing and Electrical	$ -	$ 3,242,000	$ 14,668,000	$ 15,736,603	$ 33,646,603
Safety	$ -	$ -	$ 19,125,500	$ 1,562,500	$ 20,688,000
HVAC	$ -	$ 15,342,000	$ 35,748,000	$ 8,262,500	$ 59,352,500
Other	$ -	$ 300,000	$ 5,088,500	$ 538,000	$ 5,926,500
Legal and Mandatory	$ -	$ 768,000	$ 9,187,500	$ 1,666,000	$ 11,621,500
Architectural	$ -	$ 6,207,500	$ 27,547,535	$ 102,022,100	$ 135,777,135
Total	$ -	$ 25,859,500	$ 111,365,035	$ 129,787,703	$ 267,012,238

Top Five Priority Projects					
Priority	**Project Name**	**Period**	**Category**	**Type**	**Amount**
1	Indiana Lift Station Structural Repair and Rehab	Budgeted - Current Year	Deferred Maintenance	Plumbing and Electrical	$ 540,000
2	Replace 8" Sewer Line from WV Lift Station to N Univ GH with 12"	Budgeted - Current Year	Planned Maintenance	Plumbing and Electrical	$ 1,400,000
3	Drane - Replace Multi-zone AHU'S	Budgeted - Current Year	Planned Maintenance	HVAC	$ 900,000
4	Drane to HumSci - Eliminate Flow Constraint in Water Main Loop	Budgeted - Current Year	Planned Maintenance	Plumbing and Electrical	$ 350,000
5	Upgrade Controls & Equipment	Budgeted - Current Year	Planned Maintenance	HVAC	$ 500,000

E&G Deferred Maintenance	$	11,368,688
Non-E&G Deferred Maintenance	$	6,694,812
Total Deferred Maintenance	$	18,063,500

	Fall 2025 Amount	**DM Index Value**
Educational and General Building Replacement Estimate (EGBRE)	$ 3,013,837,735	0.3772%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 8,087,561,210	0.2233%

4. TTU SVM: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Texas Tech University School of Veterinary Medicine's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The TTU SVM Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821, and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.1361%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.1089%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.1499% and 0.1199%, respectively.

Texas Tech University - TTU School of Veterinary Medicine

Campus Condition Report - FY2026

Thursday, October 1, 2026

Summary by Period and Category

Period	Critical	Deferred	Planned	Adaptation	Total
Previous Expenditures	$ -	$ -	$ -	$ 16,000	$ 16,000
Budgeted - Current Year	$ -	$ 200,000	$ -	$ 67,000	$ 267,000
Projected - Years 2 Through 5	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ 200,000	$ -	$ 83,000	$ 283,000

Summary by Type and Category

Maintenance Type	Critical	Deferred	Planned	Adaptation	Total
Plumbing and Electrical	$ -	$ -	$ -	$ -	$ -
Safety	$ -	$ -	$ -	$ -	$ -
HVAC	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -
Legal and Mandatory	$ -	$ -	$ -	$ -	$ -
Architectural	$ -	$ 283,000	$ -	$ -	$ 283,000
Total	$ -	$ 283,000	$ -	$ -	$ -

Top Five Priority Projects

Priority	Project Name	Period	Category	Type	Amount
1					
2					
3					
4					
5					

E&G Deferred Maintenance	$ 200,000.00
Non-E&G Deferred Maintenance	$ -
Total Deferred Maintenance	$ 200,000.00

	Fall 2025 Amount	DM Index Value
Educational and General Building Replacement Estimate (EGBRE)	$ 146,947,151	0.1361%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 183,683,938	0.1089%

5. TTUHSC: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Texas Tech University Health Sciences Center's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The TTUHSC Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821, and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.0499%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.0683%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.0539% and 0.0721%, respectively.

Texas Tech University Health Sciences Center
Campus Condition Report - FY2026
September 29, 2026

Summary by Period and Category

	Critical	Deferred	Planned	Adaptation	Total
Budgeted - Current Year	$ -	$ 1,338,181	$ 12,319,003	$ 10,428,924	$ 24,086,108
Expenditures - Previous Year	$ -	$ 1,236,436	$ 9,088,853	$ 10,154,478	$ 20,479,767
Projected - Years 2 through 5	$ -	$ -	$ 36,674,000	$ 9,075,000	$ 45,749,000
Unbudgeted - Current Year	$ -	$ -	$ -	$ -	$ -

Summary by Type and Category

Architectural	$ -	$ 442,967	$ 6,590,976	$ 16,851,967	$ 23,885,909
HVAC	$ -	$ 718,592	$ 23,804,792	$ 27,612	$ 24,550,996
Plumbing and Electrical	$ -	$ 568,212	$ 14,580,301	$ 227,692	$ 15,376,206
Safety	$ -	$ 319,821	$ 7,845,288	$ 28,117	$ 8,193,226
Legal and Mandatory	$ -	$ 84,100	$ 102,080	$ 954,447	$ 1,140,626
Other	$ -	$ 440,925	$ 5,158,419	$ 11,568,567	$ 17,167,912
Total	$ -	$ 2,574,618	$ 58,081,856	$ 29,658,402	$ 90,314,876

Top Five Priority Projects

Priority	Name	Period	Category	Amount	Type
1	ELEVATOR #2 & MACHINE ROOMS #1/2 UPGRADES	Budgeted - Current Year	1-Planned Maintenance	$ 495,000.00	APP - Approximated
2	AHU 2C01 REFURBISHMENT	Budgeted - Current Year	1-Planned Maintenance	$ 425,000.00	APP - Approximated
3	AHU 2C02 REFURBISHMENT	Budgeted - Current Year	1-Planned Maintenance	$ 425,000.00	APP - Approximated
4	FIRE ALARM SYSTEM UPGRADE	Budgeted - Current Year	1-Planned Maintenance	$ 300,000.00	APP - Approximated
5	1ST FLOOR TRANSFORMER UPGRADES	Budgeted - Current Year	1-Planned Maintenance	$ 300,000.00	APP - Approximated

E&G Deferred Maintenance	$ 684,942
Non-E&G Deferred Maintenance	$ 653,240
Total Deferred Maintenance	**$ 1,338,181**

	Fall 2025 Amount	DM Index Value
Educational and General Building Replacement Estimate (EGBRE)	$ 1,372,775,932	0.0499%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 1,958,867,353	0.0683%

6. TTUHSC El Paso: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Texas Tech University Health Sciences Center El Paso's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The TTUHSC El Paso Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821 and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institution's overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.3234%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.5898%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.3516% and 0.5891%, respectively.

Texas Tech University System

Campus Condition Report - FY2026

Tuesday, October 20, 2026

Summary by Period and Category

Period	Critical	Deferred	Planned	Adaptation	Total
Previous Expenditures	$ -	$ -	$ -	$ -	$ -
Budgeted - Current Year	$ -	$ -	$ 1,755,000	$ -	$ 1,755,000
Projected - Years 2 Through 5	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ 1,755,000	$ -	$ -

Summary by Type and Category

Maintenance Type	Critical	Deferred	Planned	Adaptation	Total
Plumbing and Electrical	$ -	$ -	$ 440,000.00	$ -	$ 440,000.00
Safety	$ -	$ -	$ 220,000.00	$ -	$ 220,000.00
HVAC	$ -	$ -	$ 220,000.00	$ -	$ 220,000.00
Other	$ -	$ -	$ -	$ -	$ -
Legal and Mandatory	$ -	$ -	$ -	$ -	$ -
Architectural	$ -	$ -	$ 875,000.00	$ -	$ 875,000.00
Total	$ -	$ -	$ 1,755,000.00	$ -	$ 1,755,000.00

Top Five Priority Projects

Priority	Project Name	Period	Category	Type	Amount
1					
2					
3					
4					
5					

E&G Deferred Maintenance	-
Non-E&G Deferred Maintenance	-
Total Deferred Maintenance	-

	Fall THECB Amount	DM Index Value
Educational and General Building Replacement Estimate (EGBRE)	$ 30,783,659	0.0000%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 81,141,990	0.0000%

7. TTUSA: Acknowledge the Campus Condition Report.

Board approval required by: *Texas Education Code*, §61.05821

The request is to acknowledge Texas Tech University System Administration's Campus Condition Report. This request has been approved administratively by the president and the chancellor and is recommended for acknowledgment by the Board of Regents and submission to the Texas Higher Education Coordinating Board ("THECB").

[NOTE: The TTU System Administration Campus Condition Report is attached on the following page.]

BACKGROUND INFORMATION

In accordance with *Texas Education Code*, §61.05821, and the Texas Higher Education Coordinating Board ("THECB") updated rules, as stated in 19 TAC §17.101(2)(B), institutions shall submit a Campus Condition Report to their governing board each year for their knowledge, and a copy will be provided to the Coordinating Board.

THECB provides institutions with a Building Replacement Estimate Report to help them report their Campus Condition Report ("CCR") to their respective Governing Board. The CCR identifies (1) the current accumulated deferred maintenance needs; (2) the projects planned to address accumulated deferred maintenance needs in the next five years; and (3) the actual expenditure on accumulated deferred maintenance in the most recent fiscal year. The categories indicate the type of reinvestment required to maintain existing facilities; whether to stay on schedule, catch up, or convert existing facilities to an optimal condition.

The Campus Condition Report compares the unexpended critical and deferred maintenance to an index value (building replacement value) and estimates the institutions' overall facilities condition. In principle, Institutions are rated as good (5% or less), fair (between 5% and 10%), or poor (10% or greater).

Based on the institution's data, (1) the Educational and General Building Replacement Estimate ("EGBRE") or Ratio of Critical and Deferred Maintenance for Educational and General spaces to the Educational and General Building Replacement Estimate ("EGBRE") is 0.0000%; and (2) the Institution-Wide Building Replacement Estimate("IWBRE") or Ratio of Critical and Deferred Maintenance (for all spaces) to the Institution-Wide Building Replacement Estimate ("IWBRE") is 0.0000%. The comparable measures reported in the institution's FY 2025 Campus Condition Report were 0.0000% and 0.0000%, respectively.

Texas Tech University System

Campus Condition Report - FY2026

Thursday, October 1, 2026

Summary by Period and Category						
Period		**Critical**	**Deferred**	**Planned**	**Adaptation**	**Total**
	Previous Expenditures	-	-	-	-	-
	Budgeted - Current Year	-	-	-	-	-
	Projected - Years 2 Through 5	-	-	-	-	-
	Total	-	-	-	-	-

Summary by Type and Category						
Maintenance Type		**Critical**	**Deferred**	**Planned**	**Adaptation**	**Total**
	Plumbing and Electrical	-	-	-	-	-
	Safety	-	-	-	-	-
	HVAC	-	-	-	-	-
	Other	-	-	-	-	-
	Legal and Mandatory	-	-	-	-	-
	Architectural	-	-	-	-	-
	Total	-	-	-	-	-

Top Five Priority Projects

Priority	Project Name	Period	Category	Type	Amount
1					
2					
3					
4					
5					

E&G Deferred Maintenance	-
Non-E&G Deferred Maintenance	-
Total Deferred Maintenance	-

	Fall 2025 Amount	**DM Index Value**
Educational and General Building Replacement Estimate (EGBRE)	$ 30,783,659	0.0000%
Institution-Wide Building Replacement Estimate (IWBRE)	$ 81,141,990	0.0000%

n. ASU: Approve acceptance of Gift-in-Kind benefitting Angelo State University (F).

Board approval required by: Section 06.03.2b.(3)(b), *Regents' Rules*

The request is to receive formal approval from the Board for the acceptance of certain real property, and ultimate sale thereof, bequeathed to Angelo State University for the ultimate benefit of the Nursing Department.

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Leila Peyton Gard ("Donor") passed away on January 22, 2026. Under her Last Will and Testament, Donor bequeathed certain real improved property located at 2511 Douglas Drive, San Angelo, Texas, with a 2026 tax value of $439,490.00, to Angelo State University (the "University"), for its use as student housing or to be sold, with all proceeds from the sale used for the benefit of the University's Nursing Department.

Leila Payton Gard is a graduate of Angelo State. She graduated in 1973 with her Associate of Science degree in Nursing.

Upon acceptance, the University intends to list the property for sale and utilize the proceeds, following payment of related expenses necessary to complete the sale, to establish an endowment benefiting Nursing— to be named in honor of Leila Peyton Gard.

Regents' Rules Section 06.03.2b. (3)(b) requires board approval of the acceptance of all gifts of real property, regardless of value, type, location, or designated use of the funds to be derived therefrom.

o. TTU: Approve naming within the Womble Football Training Center and South End Zone at Galaxy Stadium (F).

Board approval required by: Section 13.02.2, *Regents' Rules*

The request is to approve the naming of the pedestrian walkway/bridge within the Womble Football Training Center and South End Zone in honor and recognition of Denny & Debbie Latham's generous gift, ultimately benefitting Texas Tech Athletics.

Naming: Denny & Debbie Latham Skybridge

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Denny & Debbie Latham ("Donors") made a generous pledge to the Texas Tech Foundation, Inc., for the direct benefit of Texas Tech Athletics, as verified by the vice chancellor for Institutional Advancement. In honor and recognition of Donors' generous pledge, Texas Tech Athletics desires to name the pedestrian walkway/bridge within the Womble Football Center the "Denny & Debbie Latham Skybridge."

This gift meets the minimum fifty percent (50%) threshold requirement for naming a subunit within a facility, as verified by the vice chancellor of Facilities Planning and Construction.

Regents' Rules, Section 13.02.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System.

p. TTU: Approve naming of Recital Room, School of Music (F).

Board approval required by: Section 13.02.2, *Regents' Rules*

The request is to approve the naming of the Recital Room within the J.T. and Margaret Talkington College of Visual and Performance Arts School of Music in honor and recognition of a private philanthropic donation.

Naming: Kirk McLaughlin Recital & Lecture Hall

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Kirk McLaughlin made a generous pledge to the Texas Tech Foundation, Inc., for the direct benefit of the J.T. and Margaret Talkington College of Visual and Performance Arts School of Music and renovation of the School of Music's lecture and recital hall, as verified by the vice chancellor for Institutional Advancement.

In honor and recognition of Donors' generous pledge, Texas Tech University desires to name the Recital Room within the School of Music, Student Union Building, the "McLaughlin Recital Room."

The gift meets the minimum fifty percent (50%) threshold requirement for naming a subunit within a facility, as verified by the vice chancellor of Facilities Planning and Construction.

Regents' Rules, Section 13.02.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System.

q. TTU: Approve expenditure of the Davis College of Agricultural Sciences & Natural Resources building project to accept the Construction Manager-At-Risk GMP for Bid Package Two: Site Utilities and Mass Grading Early Package (F).

Board approval required by: Section 08.01, *Regents' Rules*

The request is to authorize the chancellor or the chancellor's designee to:

(i) Approve expenditure of $1,377,842 for a total of $13,125,000 for the Davis College of Agricultural Sciences & Natural Resources building project, with an anticipated project budget of $128,000,000.

(ii) Accept the Guaranteed Maximum Price ("GMP") for construction of Bid Package Two: Site Utilities and Mass Grading Early Package.

(iii) Amend the Construction Manager-At-Risk ("CMAR") Agreement for execution of Bid Package Two: Site Utilities and Mass Grading Early Package.

The total expenditure of $13,125,000, which includes the previously approved $11,747,158 will be funded through the Revenue Finance System ("RFS"), repaid with the Higher Education Fund ("HEF"), grants, and gifts.

The Board reasonably expects to incur debt obligations for the design, planning, and construction of the project, and all or a portion of the debt proceeds is reasonably expected to be used to reimburse the System for prior project expenditures. The maximum principal amount of debt obligations to be issued for the Project is $128,000,000.

The president further requests authorization to negotiate and execute all agreements with city, state, and county agencies, utility companies, and other entities required to complete the project successfully.

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

This approval authorizes an amendment to the Construction Manager-At-Risk Agreement and authorizes execution of Bid Package Two: Site Utilities and Mass Grading Early Package.

This project will modernize instructional and research facilities to meet growing enrollment, research, and workforce demand. Texas Tech University is committed to preparing the next generation of global leaders in food, fiber, agriculture, natural resources, and landscape architecture, with a focus on research, education, and community outreach and engagement. The goal is to

be a state-of-the-art academic and workforce development facility that supports the education and workforce preparation of future leaders. Dr. Davis and his wife funded the Gordon W. Davis College of Agricultural Sciences & Natural Resources to support the college's future educational and research efforts.

The facility will provide modern instructional spaces, laboratories, and collaborative and support spaces that foster interdisciplinary learning and prepare students to address the evolving challenges facing Texas agriculture. The project will serve multiple departments within the Gordon W. Davis College of Agricultural Sciences and Natural Resources, giving students opportunities to engage in experiential learning, applied research, and industry collaboration. By bringing together faculty, staff, students, and industry partners in a modern learning environment, the facility will strengthen workforce preparation and support innovation in agricultural production, sustainability, resource management, and emerging technologies.

As one of Texas's largest economic sectors, agriculture requires a highly skilled workforce to meet growing demands for food security, water resources, environmental stewardship, and technological advancement. This facility will expand the University's capacity to educate future agricultural professionals and strengthen partnerships with producers, agribusinesses, government agencies, and rural communities statewide. The project will improve student success, increase instructional capacity, support research and outreach, and reinforce Texas Tech University's leadership in agricultural education, research, outreach, and workforce development.

The project includes demolition of the existing Fisheries and Wildlife Research Building (1961, 8,654 GSF) and the CASNR Annex Building (1951, 12,626 GSF), rerouting utilities, and constructing a new academic facility of approximately 148,000 GSF. The facility would house the Dean's office, Development Offices, the Bill Bennett Student Success Center, a Raider Red Meats café and retail store, Raider Rooms (classrooms), class labs, teaching & research labs, research facilities, collaborative areas, faculty and staff offices, Deans suite, and a multipurpose space that can accommodate events and conferences. The facility's proposed location will facilitate a connection to the Central Heating and Cooling Plant for steam, chilled water, chilled water return, and condensate return.

Bid Package Two: Site Utilities and Mass Grading Early Package: This package advances critical early infrastructure necessary to support construction of the new Davis College of Agricultural Sciences and Natural Resources facility. Work includes mass grading and site preparation, extending campus water infrastructure, rerouting and replacing existing sanitary sewer utilities, and extending the campus utility tunnel to serve the future building. The package also includes MEP-related under-slab utility systems that must be completed in advance of the primary building construction package.

In August 2026, the Board of Regents authorized amending the DP Agreement for additional design services, to waive the use of a Construction Manager-Agent, and to waive the Board-directed fee for public art. This action also authorized an amendment to the Construction Manager-At-Risk Agreement for execution of Bid Package One: Demolition.

In February 2026, the Board of Regents authorized expenditure of $4,471,549 for the new Davis College of Agricultural Sciences & Natural Resources building project, with an anticipated project budget of $128,000,000, and authorized an amendment for the DP Agreement to proceed with Stage II design services, including Design Development ("DD"), Construction Documents ("CD"), and Construction Administration ("CA") phases, as well as preparation of a Statement of Probable Cost. The action also authorized the award of a Construction Manager-At-Risk ("CMAR") Agreement and associated preconstruction services, including project evaluation, site analysis, constructability review, value engineering, scheduling, cost control, and development of a Guaranteed Maximum Price ("GMP").

In May 2025, the Board of Regents approved the concept and authorized expenditure of $2,205,601 for the new Davis College of Agricultural Sciences & Natural Resources building project, with an anticipated project budget of $80,000,000 to award a DP Agreement and authorize Stage I design services through the programming and schematic design phases, provide a Statement of Probable Cost, and project schedule.

The senior vice president for administration and finance and chief financial officer has verified the source of funds. The vice chancellor and chief financial officer of the TTU System also acknowledges the source of the funds for this project.

r. TTUHSC: Approve expenditure of the TTUHSC Permian Basin Specialty Care Center project for Design Professional Stage II design services (F).

Board approval required by: Section 08.01., *Regents' Rules*

The request is to authorize the chancellor or the chancellor's designee to:

(i) Approve the expenditure of $5,216,874 to provide the Design Professional ("DP") Stage II design services for the TTUHSC Permian Basin Specialty Care Center project, with an anticipated total project budget up to $150,000,000.
(ii) Amend the Design Professional ("DP") Agreement.
(iii) Authorize DP Stage II design services.

The total expenditure of $9,216,874 which includes the previously approved $4,000,000 will be funded with institutional funds.

The Board reasonably expects to incur debt obligations for the design, planning, and construction of the project, and all or a portion of the debt proceeds are reasonably expected to be used to reimburse the System for project expenditures previously expended. The maximum principal amount of debt obligations to be issued for the Project is up to $150,000,000.

The president further requests authorization to negotiate and execute all agreements with city, state, and county agencies, utility companies, and other entities required to complete the project successfully.

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

This approval authorizes amendment of the Design Professional ("DP") Agreement to proceed with Stage II design services, including Design Development ("DD"), Construction Documents ("CD"), and Construction Administration ("CA") phases, as well as preparation of a Statement of Probable Cost.

Texas Tech University Health Sciences Center (“TTUHSC”) is developing a new Specialty Care Center in the Permian Basin to meet growing demand for coordinated specialty care in one of Texas' fastest-growing regions. Driven by rapid population and economic expansion, the project will expand access to high-quality outpatient specialty care services, reduce care gaps, support provider recruitment and retention, and help prevent patient out-migration by increasing access to specialty providers closer to home.

The proposed facility will serve as a regional destination for outpatient specialty care and will be designed to support an integrated, patient-centered model of care through various clinical services.

In addition, the project includes developing an ophthalmology center of excellence designed to provide comprehensive ophthalmologic care and support TTUHSC's expanding clinical, educational, and research missions in the Permian Basin. All designs will comply with The Beacon Design Guidelines and Standards and TTUS Design and Construction Guidelines.

In May 2026, the Board of Regents authorized proceeding with the TTUHSC Permian Basin Specialty Care Center project, with an anticipated total project budget up to $150,000,000. Awarded a DP Agreement and authorized DP Stage I design services.

The executive vice president for finance and chief financial officer has verified the source of funds. The vice chancellor and chief financial officer of the TTU System also acknowledges the source of the funds for this project.

s. TTUHSC El Paso: Approve gift-related namings within the Fox Cancer Center (F).

Approval required by: Section 13.02.2, *Regents' Rules*

The request is to approve multiple namings of internal spaces within the Fox Cancer Center. The donors concur with their approved room name. Signage for the space will specify the approved name. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Room	Official Room Name
Main Lobby	Cardwell Family Foundation Main Lobby
Breast Care Center Reception Area	Toyota Breast Care Center Reception Area
Imaging Center Reception Area	Electric Company Charitable Foundation/El Paso Electric Imaging Reception Area

BACKGROUND INFORMATION

Texas Tech University Health Science Center El Paso ("TTUHSC El Paso") desires to name certain internal spaces within the Fox Cancer Center in honor and recognition of multiple donors and their philanthropic financial commitments, as outlined below, to the Texas Tech Foundation, Inc., for the ultimate benefit of TTUHSC El Paso and its Building Hope Campaign.

Donor
Cardwell Family Foundation
Gulf States Toyota, Inc. and Toyota Motor North America, Inc.
El Paso Electric/Electric Company Charitable Foundation

These gifts meet the minimum fifty percent (50%) threshold requirement for naming a subunit within a facility, as verified by the vice chancellor of Facilities Planning and Construction.

Regents' Rules, Section 13.02.2 requires board approval of the naming of all buildings, subunits, and other facilities within the TTU System.

t. TTUHSC El Paso: Approve total project budget of the Dental Oral Health Clinic Expansion project and amend the Construction Manager-At-Risk Agreement to accept the final GMP (F).

Board approval required by: Section 08.01., *Regents' Rules*

The request is to authorize the chancellor or the chancellor's designee to:

(i) Accept the Guaranteed Maximum Price ("GMP") for construction of the Dental Oral Health Clinic Expansion project.
(ii) Increase the budget by $10,815,491 for a total project budget of $12,172,665.
(iii) Report the project to the Texas Higher Education Coordinating Board ("THECB").
(iv) Amend the Construction Manager-At-Risk ("CMAR") Agreement.

The total project budget will be funded with local institutional funds.

The president further requests authorization to negotiate and execute all agreements with city, state, and county agencies, utility companies, and other entities required to complete the project successfully.

This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

This approval authorizes acceptance of the Guaranteed Maximum Price ("GMP"). It amends the Construction Manager-At-Risk ('CMAR") Agreement for the execution of the Dental Oral Health Clinic Expansion project, with an anticipated total budget of $12,172,665. Local institutional funds will fund the total project budget.

This project will renovate approximately 11,860 gross square feet within the Texas Tech University Health Sciences Center El Paso Woody L. Hunt School of Dental Medicine Oral Health Clinic. The renovation will convert former campus support office space into specialty clinical, instructional, and administrative areas to support the dental education program's continued growth and increasing demand for patient care services.

The expanded clinic will include dedicated Orthodontic, Ambulatory Surgical, and Special Needs clinics, along with associated administrative and support spaces. These additions will complement the existing dental oral health clinic completed in 2021 and provide the specialized clinical environments necessary to support advanced dental education, comprehensive patient care, and interdisciplinary collaboration.

The project is planned to connect directly with the future Woody L. Hunt School of Dental Medicine Building, creating an integrated academic and clinical environment that enhances the efficiency of instructional, clinical, and research operations. Co-locating general and specialty clinics adjacent to future academic laboratories and educational spaces will improve access to shared resources, strengthen collaboration among faculty, students, and healthcare professionals, and support the continued evolution of team-based dental education.

Expanding the Dental Oral Health Clinic will increase clinical capacity and improve access to comprehensive and specialized oral healthcare services for patients throughout the Paso del Norte border region. The clinic serves both pediatric and adult patients and is committed to providing care regardless of a patient's circumstances, making it an essential community healthcare resource. The renovation will support growing patient demand, provide contemporary clinical environments that advance dental education, enhance faculty and student recruitment, and strengthen the institution's academic mission. By maximizing existing campus facilities and preparing for future program expansion, the project offers a cost-effective way to improve access to oral healthcare, enhance patient outcomes, and expand educational and clinical opportunities.

In August 2026, the Board of Regents authorized the Dental Oral Health Clinic Expansion project, with an anticipated total budget of $11,500,000. The Board waived the use of a Construction Manager at Risk ("CMA"); the Board-directed fee for landscape enhancements; and the Board-directed fee for public art. The Board awarded a Design Professional ("DP") Agreement and authorized DP Stage I and Stage II design services. The Board awarded a Construction Manager-At-Risk ("CMAR") Agreement and authorized preconstruction services.

The vice president and chief financial officer has verified the source of funds. The vice chancellor and chief financial officer of the TTU System also acknowledges the source of the funds for this project.

u. TTU: Approve modification of endowment—Bea Zeeck Women in Communications Scholarship (FI).

Approval required by: Texas Tech University Operating Policy 02.08.5

The request is to approve the modification of the criteria for the Bea Zeeck Women in Communications Scholarship, as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

New criteria: Scholarship to be given to one or more students majoring in any discipline within the College of Media and Communications. Recipient(s) must be sophomore or above and maintain a GPA of 3.0 or higher.

BACKGROUND INFORMATION

The Bea Zeeck Women in Communications Scholarship (the "Endowment") was established on April 20, 2012, by the Lubbock Chapter of Association for Women in Communications ("Donor") directly with Texas Tech University. The original criteria required that student recipient(s) be a member of the Association of Women in Communications student chapter and in good standing.

Donor has approved modification of the Endowment to remove the restriction limiting the award to a member of the Association of Women in Communications student chapter. The new criteria is as follows:

> Scholarship to be given to one or more students majoring in any discipline within the College of Media and Communications. Recipient(s) must be sophomore or above and maintain a GPA of 3.0 or higher.

The balance of the Endowment as of October 6, 2026, including the corpus and spendable, is $117,352.27.

Texas Tech University Operating Policy 02.08.5 states that a modification of an endowment held at the component institution level, with a principal balance of greater than $25,000.00, requires approval of the Board of Regents of the Texas Tech University System.

v. TTU: Approve modification of endowment—J. Michael and Robin R. Lewis Scholarship Fund (FI).

Approval required by: Texas Tech University Operating Policy 02.08.5

The request is to approve the modification of the criteria for the J. Michael and Robin R. Lewis Scholarship Fund, as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

New criteria: Renewable scholarship for Rawls College of Business Administration ("RCOBA") students who are well rounded and of the highest caliber, with strong work ethic and social skills. To be selected at the direction of the Rawls College of Business Administration Scholarship committee. Recipients must meet the following criteria:

1. Juniors or above, with a minimum 3.5 GPA;
2. Majoring in Accounting, Finance, or Energy Commerce;
3. An active member in the Scovell Business Leadership Program;
4. Currently working at or doing an internship/externship through Texas Tech; and
5. Graduated from a high school in the state of Texas.

BACKGROUND INFORMATION

The J. Michael and Robin R. Lewis Scholarship Fund (the "Endowment") was established by J. Michael Lewis ("Donor") in 1990 as the James Phyfer Lewis Scholarship Fund, through a direct gift to Texas Tech University. The Endowment was initially Established to provide scholarships to students in the College of Business Administration, at the discretion of the RCOBA Scholarship Committee.

In March 2025, Donor modified the Endowment to establish general criteria for the RCOBA Scholarship Committee to utilize during the awarding process. The modification was approved by the Board of Regents.

Donor has requested to provide additional guidance and more clearly established criteria for scholarship eligibility, as more specifically outlined below:

> Renewable scholarship for RCOBA students who are well rounded and of the highest caliber, with strong work ethic and social skills. To be selected at the direction of the Rawls College of Business

Administration Scholarship committee. Recipients must meet the following criteria:

1. Juniors or above, with a minimum 3.5 GPA;
2. Majoring in Accounting, Finance, or Energy Commerce;
3. An active member in the Scovell Business Leadership Program;
4. Currently working at or doing an internship/externship through Texas Tech; and
5. Graduated from a high school in the state of Texas.

The balance of the Endowment as of October 6, 2026, including the corpus and spendable, is $316,503.98.

Texas Tech University Operating Policy 02.08.5 states that a modification of an endowment held at the component institution level, with a principal balance of greater than $25,000.00, requires approval of the Board of Regents of the Texas Tech University System.

w. TTU: Approve modification of endowment—Helen DeVitt Jones Undergraduate Scholarship (FI).

Approval required by: Texas Tech University Operating Policy 02.08.5

The request is to approve the modification of the criteria for the Helen DeVitt Jones Undergraduate Scholarship Endowment in the College of Education, as listed below. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

New criteria: Undergraduate scholarship to recruit or retain outstanding students in the College of Education. Recipients must be enrolled full-time or planning to enroll full-time. Recipients must have a GPA of 3.0, or high school equivalent. Recipients are reviewed annually, and awards may be renewed based on satisfactory progress to degree completion. Minimum awards of $4,000; maximum awards of $8,000 per students per academic year. Future number and amounts of awards may be adjusted based on the earnings available, cost of education, and other factors.

Other Specified Revisions Not a Part of the Criteria:

Donor will be notified prior to changing the minimum or maximum award amounts.
Donor will be notified of transitions of the Dean and/or Administrator of the college or program which the scholarship benefits in a timely manner.
The College of Education will work with the Texas Tech University Scholarship Office to avoid awarding individual, eligible students more than one (1) Helen DeVitt Jones Scholarship at the same time.

BACKGROUND INFORMATION

The Helen Jones Foundation (“Donor”) began establishing general undergraduate scholarship endowments at or for the benefit of Texas Tech University in 1987. There are now nine (9) Helen DeVitt Jones Endowed Scholarships. Donor’s generosity has enabled hundreds of undergraduate students to attend Texas Tech University who would have otherwise have not been able to afford the expense of a post-secondary degree.

Donor requested an audit of six (6) existing undergraduate fellowship endowments in early 2024. The purpose of the audit was to determine how these endowments could be made more prestigious and sought after, without excluding students who might not have the highest-grade point averages, but

who were well-regarded by their faculty. It was determined through the audit that, to make the greatest impact on recipients, the University should raise the minimum award amounts, remove any unmeasurable criteria, and to standardize measurable criteria across the benefitting colleges and programs.

It was a further desire of the Donor that with the raised minimum awards, students receiving a Helen DeVitt Jones Scholarship within a college or other program did not also receive a Helen DeVitt Jones Scholarship from the Texas Tech University Central Scholarship Office; a duplication that occurred with some frequency. With a possible maximum award of $8,000.00 for a general scholarship, Donor believes it is contributing to the majority of tuition and fee expenses of any recipient with just one award.

Five (5) of the six (6) scholarships were held by the Texas Tech Foundation, Inc. and have been modified as requested; however, the Helen DeVitt Jones Undergraduate Scholarship (the "Endowment") was established at Texas Tech University directly and, therefore, requires approval by the Board of Regents.

Donor has, therefore, requested that the Endowment be modified in accordance with modifications made to the remaining five (5) scholarship endowments, as follows:

Modified Criteria:

Undergraduate scholarship to recruit or retain outstanding students in the College of Education. Recipients must be enrolled full-time or planning to enroll full-time. Recipients must have a GPA of 3.0, or high school equivalent. Recipients are reviewed annually, and awards may be renewed based on satisfactory progress to degree completion. Minimum awards of $4,000; maximum awards of $8,000 per students per academic year. Future number and amounts of awards may be adjusted based on the earnings available, cost of education, and other factors

Other Specified Revisions Not a Part of the Criteria:

Donor will be notified prior to changing the minimum or maximum award amounts.
Donor will be notified of transitions of the Dean and/or Administrator of the college or program which the scholarship benefits in a timely manner.
The College of Education will work with the Texas Tech University Scholarship Office to avoid awarding individual, eligible students more than one (1) Helen DeVitt Jones Scholarship at the same time.

The balance of the Endowment as of October 6, 2026, including the corpus and spendable, is $1,460,764.72.

Texas Tech University Operating Policy 02.08.5 states that a modification of an endowment held at the component institution level, with a principal balance of greater than $25,000.00, requires approval of the Board of Regents of the Texas Tech University System.

x. TTUHSC: Authorize the president to execute a contract with Randall County to provide healthcare services to adults in the county jail (FI).

Board approval required by: Section 07.12.3.a, *Regents' Rules*

The request is to authorize the president, or the president's designee, to finalize negotiations, approve and execute a contract for Texas Tech University Health Sciences Center ("TTUHSC") on behalf of its Office of Strategic Initiatives Division ("OSI") with Randall County ("Randall") to provide health care to adults in custody in Randall County Jail located in Canyon, TX. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

OSI, through its health care professionals, will provide comprehensive medical, mental health, and dental services to adults in custody in Randall County Jail twenty-four (24) hours per day and seven (7) days a week. Services will be provided via in-person visits as well as through telemedicine services as permitted by law.

The term will be for 5 years starting in January 2027 through December 31, 2032. The financial terms of the contract for year one are based on a census up to 450 adults. Randall agrees to increase the yearly rate by 4% beginning with year two of the agreement and annually thereafter.

The value of the contract would be as follows:

- Year one: $2,055,898.98
- Year two: $2,138,134.94
- Year three: $2,223,660.34
- Year four: $2,312,606.75
- Year five: $2,405,111.02

Section 07.12.3.a, *Regents' Rules* requires Board approval for contracts that total in excess of $1,000,000 over the entire term of the contract, unless a different consideration is specified by this policy.

y. TTUHSC: Authorize president to execute a consulting contract to support Enterprise AI Adoption & Enablement (FI).

Board approval required by: Section 07.12.3.e, *Regents' Rules*

The request is to authorize the president, or the president's designee, to finalize negotiations, approve and execute a contract with a consultant to facilitate an enterprise-wide adoption of Artificial Intelligence ("AI"), including strategy development, workforce upskilling, workflow automation, custom development, and adoption analytics. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

Texas Tech University Health Sciences Center ("TTUHSC") seeks to engage a consultant to accelerate and coordinate the institution's enterprise-wide adoption of AI. While TTUHSC has deployed enterprise AI tools and productivity assistants, maximizing the value of these investments requires a structured approach to governance, workforce development, workflow redesign, and performance measurement. TTUHSC's objective is to move from isolated, low-complexity AI use cases to a mature, enterprise-wide strategy that delivers measurable benefits across academic, administrative, clinical, and research operations.

TTUHSC serves a large and geographically diverse region of West Texas and continues to identify opportunities to improve operational efficiencies through emerging technologies. AI offers significant potential to automate routine tasks, streamline processes, enhance decision-making, and expand access to services across the institution and the 121-county service area. However, achieving these benefits requires a coordinated approach to governance, workforce development, workflow transformation, and performance measurement.

AI adoption currently varies across departments and is largely limited to basic productivity activities. To accelerate enterprise-wide adoption and maximize institutional value, TTUHSC seeks expert guidance to establish a sustainable AI program that embeds AI into high-value business, academic, clinical, and research processes.

The consultant will assist TTUHSC in developing an enterprise AI transformation program through six key deliverables:

1) AI Strategy, Governance & Transformation Planning
2) Leadership Activation & Change Management
3) Workforce Upskilling, Training & Capability Building
4) Workflow Automation, Custom Solutions & Agentic Strategy

5) Analytics, Adoption Tracking & Impact Measurement
6) Enterprise Security & Data Privacy Compliance

Through this engagement, TTUHSC expects to establish a sustainable enterprise AI program that includes a strategic roadmap, governance structure, workforce upskilling initiatives, workflow automation opportunities, and analytics capabilities to measure adoption and return on investment. These outcomes will enable TTUHSC to increase productivity, reduce administrative burden, improve service delivery, foster innovation, and maximize the value of current and future AI investments while maintaining appropriate oversight and risk management.

TTUHSC issued a Request for Proposal RFP 739-SL3821039 (“RFP”) in August 2026 seeking competitive responses from qualified vendors which will result in an award to the most qualified consultant, possessing the best overall value to TTUHSC.

Proposer responses are currently being evaluated. The new contract is anticipated to be effective on the date of last signature and will expire upon completion of the services.

The proposed consulting fee is not to exceed $750,000 including actual travel, lodging, and out-of-pocket expenses related to the services provided.

Section 07.12.3.e, *Regents’ Rules*, requires Board approval on consulting contracts with an initial consideration in excess of $100,000.

z. TTU, TTUS, and TTUHSC: Approve purchasing contract(s) in excess of $1,000,000 (FI).

Board approval required by: Section 07.12.3*, Regents' Rules*

The request is to approve purchasing contracts in accordance with *Regents Rules* 07.12.3.a, including those contracts with a value exceeding $5,000,000 in accordance with *Regents' Rules* 07.12.3.c as listed on the following page. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

BACKGROUND INFORMATION

In accordance with *Regents' Rules*, the Board is routinely requested to approve purchasing contracts under which the TTUS components spend more than $1,000,000 per annum. Purchasing contracts are procured and executed in compliance with Texas Education Code §51.9335 as well as the *Regents' Rules* and TTUS component Operating Policies and Procedures.

Section 07.12.3.a, *Regents' Rules*, requires Board approval for contracts that total in excess of $1,000,000 over the entire term of the contract, unless a different consideration is specified by this policy.

However, Section 07.12.3.c provides that, for all purchasing contracts that exceed a total value of $5,000,000 over the life of the contract (even if the annual amount is less than $1,000,000), the Board must be provided:

(1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU System policies; and
(2) information on any potential issue(s) that may arise in the solicitation, purchasing, or contractor selection process.

The attached table shows: (1) purchasing contracts for which Board approval is required; and (2) purchasing contracts that exceed $5,000,000 over the life of the contract for which the special reporting is required.

TTU and TTUS: Approve Purchasing Contracts

Per Sections 07.12.3.a and 07.12.3.c, *Regents' Rules*

Com-ponent	Vendor	Service to Goods to be Provided	Estimated Per Annum Expenditures	Estimated Term Expenditures (includes renewals)	Start	End	Procure-ment Method
TTU	(C26440) Scott Collier Construction	Job Order Contracting and related services	$ 5,500,000	$ 13,750,000	Execution	1/30/2029	TIPS
TTUS	(CTBD) Carahsoft/VM Ware	VM Ware-related products and services	$ 1,600,000	$ 8,000,000	Execution	5 years after execution	Texas DIR
TTU	(C26750) Adaptive Technology Systems	Network/Wifi software, subscriptions, and related services	$ 1,500,000	$ 12,000,000	Execution	8 years after execution	Texas DIR
TTU	(C26749) Extreme Networks, Inc.	Network/Wifi hardware equipment	$ 1,700,000	$ 8,500,000	Execution	5 years after execution	Texas DIR
TTU	(C24448) SARA-Scientific Application & Research Associates, Inc.	Support Services for Critical Infrastructure Security Institute Site	$ 1,000,000	$ 2,000,000	Execution	8/31/2027	Sole Source
TTUS	Academic Health Plans	Insurance Brokerage and Risk Management Services	$ 1,100,000	$ 8,800,000	Execution	8 years after execution	RFP
TTUS	Arthur Gallagher	Insurance Brokerage and Risk Management Services	$ 2,000,000	$ 16,000,000	Execution	8 years after execution	RFP

TTUHSC: Approve Purchasing Contracts

Per Sections 07.12.3.a and 07.12.3.c, *Regents' Rules*

Component	Vendor	Service or Goods to be Provided	Estimated per Annum Consideration	Estimated Term Consideration (Including renewals)	Start Date	End Date	Procurement Method
TTUHSC	CON591690 Laboratory Corporation of America	Laboratory Services	$ 2,600,077	$ 2,600,077	9/1/2026	8/31/2027	Cooperative
TTUHSC	CON3571621 United Audit Systems Inc	Coding Services	$ 1,713,654	$ 1,713,654	9/1/2026	8/31/2027	Solicitation

aa. TTUS: Approve amendment and restatement of TTUS 403(b) Plans (FI).

Board approval required by: Sec. 03.10, Regents' Rules; 401(b), Internal Revenue Code

The request is to approve the amendment and restatement of the Texas Tech University System Tax-Deferred Account Program and the Texas Tech University System Optional Retirement Program to update such retirement plans to comply with Internal Revenue Service legal compliance requirements. [See supplemental attachment under the Attachments tab.]

BACKGROUND INFORMATION

TTUS sponsors the Texas Tech University System Tax-Deferred Account Program and the Texas Tech University System Optional Retirement Program (together, the "403(b) Plans"), which are tax-qualified retirement plans for the benefit of TTUS employees. The 403(b) Plans are intended to qualify under the provisions of Section 403(b) of the Internal Revenue Code of 1986 and are currently stated on Internal Revenue Service ("IRS") pre-approved plan documents. The IRS requires employers to periodically amend and restate their 403(b) plan documents to keep them up to date to reflect changes in tax laws and IRS requirements. In accordance with IRS Announcement 2024-38, the 403(b) Plans must be amended and restated on or before December 31, 2026. Drafts of the amended and restated 403(b) Plans have been prepared by legal counsel for this purpose. The drafts contain only required legal updates and do not result in an increase in the cost to TTUS.

bb. TTUS: Approve amendments to Chapter 07, *Regents' Rules*, regarding procurement and contracting opportunities and approval authority for mandatory non-academic fees (FI).

Board approval required by: Sec. 01.08, *Regents' Rules.*

The request, upon recommendation of the Regents' Rules Review Committee (Rules Committee), is to consider adoption of amendments to Chapter 07 (Fiscal Management), *Regents' Rules,* to align the procurement and contracting opportunity provisions with Chapter 2161, Texas Government Code, as implemented by the Office of the State Comptroller, and to codify approval authority for mandatory non-academic fees.

BACKGROUND INFORMATION

Various amendments are proposed related to the fiscal management and administrative responsibilities of the board of TTU system administrators. The proposed amendments to Chapter 07, *Regents' Rules*, are included on the following pages. A summary of the proposed amendments include:

Definitions (Section 07.00)

- Remove a definition no longer used in the chapter. [Sec. 07.00.3]

Approval of tuition and student fees (Section 07.10)

- Expand delegated authority to presidents, or presidents' designee, to set and approve mandatory non-academic fees. [Sec. 07.10.1]

This delegation of authority was granted by the Board of Regents on November 14, 2025. The updated language proposed is intended to codify that delegation into policy.

Procurement and contracting opportunities (Section 07.13)

- Align the commitment to procurement and contracting opportunities with Chapter 2161, Texas Government Code, as implemented by the Office of the State Comptroller. [Sec. 07.13.1]
- Focus coordinator duties on state reporting and compliance. [Sec. 07.13.2]
- Replace program-specific terms in the section title and text with general language. [Sec. 07.13]

Referencing the statute and the Comptroller's implementation keeps the rule consistent with the certifications and forms the Comptroller provides to state agencies and vendors.

The Rules Committee (composed of Regents Clay Cash-chair, Dustin R. Womble, Tim Culp, and Don Sinclair) is charged with considering and when applicable, submitting to the appropriate Board committee proposed amendments to the TTUS *Regents' Rules*. Any amendment to the *Regents' Rules* or a Board Policy Statement must be approved by the full Board in accordance with Section 01.08, *Regents' Rules*.

Change to Chapter 07 (Fiscal Management), amended to align procurement and contracting opportunity provisions with Chapter 2161, Texas Government Code, as implemented by the Office of the State Comptroller, and to codify approval authority for mandatory non-academic fees:

07.00 Definitions.

07.00.1 "FDIC" means the Federal Deposit Insurance Corporation.

07.00.2 "HEF" means Higher Education Funds.

~~07.00.3 "HUBs" means Historically Underutilized Businesses.~~

~~07.00.4~~07.00.3 "OAS" means the Office of Audit Services.

~~07.00.5~~07.00.4 "RFS" means the Revenue Financing System.

~~07.00.6~~07.00.5 "CAE" means the Chief Audit Executive.

…

07.10 Approval of tuition and student fees.

07.10.1 Assessment. The board shall approve the assessment of tuition and fees for students of component institutions of the TTU system. The recommended revisions to tuition and fees shall be presented at least biannually to the board for approval. Notwithstanding, the Board of Regents delegate to the presidents, or the presidents' designee, the authority to set and approve all discretionary, incidental fees, and mandatory non-academic fees.

…

07.13 ~~HUBs~~ Procurement and contracting opportunities

07.13.1 TTU system commitment. The TTU system is committed to providing procurement and contracting opportunities ~~to HUBs.~~ in accordance

with Chapter 2161, Texas Government Code, as implemented by the Office of the State Comptroller.

07.13.2 ~~HUB~~ Coordinators. The chancellor and the presidents of the component institutions shall have the responsibility for planning, coordination, implementation, and enforcement of ~~HUB policies~~ this section within their respective components. The chancellor or president, as appropriate, shall appoint a ~~HUB~~ Coordinator in accordance with Chapter 2161, Texas Government Code, for their respective component to carry out the provisions of this policy. The ~~HUB~~ Coordinator must be at least equal in position to the component's procurement director. The ~~HUB~~ Coordinators shall:

~~a. coordinate training programs to recruit HUBs and to assist HUBs in conducting business with the TTU system and its components;~~

~~b.~~a. report required information to the Office of the State Comptroller; and

~~c.~~b. ~~match HUBs with key TTU system staff to ensure that HUBs interact with the appropriate personnel of the TTU system; and~~ facilitate compliance with Chapter 2161, Texas Government Code, as implemented by the Office of the State Comptroller.

~~d. make a good faith effort to increase the award of goods and service contracts to HUBs in accordance with state statutes and the promulgated rules of the Office of the State Comptroller.~~

The TTU system shall implement policies and procedures in its operating policies setting forth its ~~HUB~~ programs and procedures under this section. The chancellor and the presidents shall provide support, as needed, to implement these ~~HUB~~ policies.

cc. TTUS: Approve amendments to Mission Driven Investment Fund Investment Policy Statement (FI).

Board approval required by: Section 01.08, *Regents' Rules*

The request, upon recommendation of the Regents' Rules Review Committee (Rules Committee), is to consider adoption of amendments to the Mission Driven Investment Fund ("MDIF") Investment Policy Statement. Amendments proposed expand the definition of MDIFs to specifically include Student Managed Investment Funds ("SMIF"), further clarify governance roles and enhance flexibility for future institutional and donor participation. [See supplemental attachment under the Attachments tab.]

BACKGROUND INFORMATION

The MDIF Investment Policy Statement was initially approved by the Board of Regents at the November 2022 board meeting. The MDIF was established to provide additional investment flexibility with a focus on advancing the overall mission of the institution as the primary objective, with financial returns being a secondary consideration. The proposed amendments to the MDIF Investment Policy Statement are included as a supplemental attachment to the agenda item. A summary of the proposed amendments include:

Governance Update:

- Added language to specifically include SMIFs and any other funds reviewed and approved by the MDIF Advisory Committee to scope of policy statement [Section 2.1]

Clarification of Sources of Capital and Limitations:

- Language was revised to remove specific MDIF programs approved by MDIF Committee and broaden the scope of MDIF investments covered through this policy [Section 3]

Approval Process:

- Updates to process for gaining approval of new MDIFs through the MDIF Advisory Committee and component leadership [Section 4]

Added Compliance Section:

- Added new section to policy clarifying compliance requirements for approved trades and appropriate use of investment accounts [Section 5]

dd. TTUS: Authorize chancellor to enter negotiations and execute contract(s) for E-Commerce and Bill Pay Services (FI).

Board approval required by: Sections 07.12.3.a, 07.12.3.c, and 07.12.3.d.1.b. *Regents' Rules*

The request is to authorize the chancellor, or his designee, to enter into negotiations and execute contract(s) with qualified company(s) that can provide E-Commerce and Bill Pay Services. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Texas Tech University System ("TTUS") issued a Request for Proposal ("RFP") on November 11, 2025, seeking proposals from experienced and qualified companies that can provide as-needed work with expertise in the payment gateway, credit card, ACH, and debit engines. Contract(s) will be awarded to the company(s) that provide the best value to TTUS and the respective institutions.

Term: The contract(s) will be effective upon signature and will expire four years from that date. The contract(s) will renew for up to four (4) additional one (1) year renewal terms. The parties may negotiate and mutually agree on an alternate term.

Cost: The estimated value of the contract(s) is expected to exceed $1,000,000, depending on the competitive market pricing.

BACKGROUND INFORMATION

Section 07.12.3.a., *Regents' Rules*, requires Board of Regents approval of contracts which exceed $1,000,000 per annum.

Section 07.12.3.c., *Regents' Rules*, requires each contract for the purchase of goods and services, with a value exceeding $5,000,000 that the Chief Procurement Officer for the applicable component institution or the TTU system must submit to the board:
(1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU system policies; and
(2) information on any potential issue that may arise in the solicitation, purchasing, or contractor selection process.

Section 07.12.3.d.1.b, *Regents' Rules*, requires Board approval on contracts that involve a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than five years.

ee. TTUS: Authorize chancellor to enter negotiations and execute contract(s) for Merchant Payment Processing Services (FI).

Board approval required by: Sections 07.12.3.a, 07.12.3.c, and 07.12.3.d.1.b. *Regents' Rules*

The request is to authorize the chancellor, or his designee, to enter into negotiations and execute contract(s) with qualified company(s) that can provide Merchant Payment Processing Services. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Texas Tech University System ("TTUS") issued a Request for Proposal ("RFP") on July 16, 2025, seeking proposals from experienced and qualified companies that can provide as-needed services, including but not limited to training, support, reporting, and electronic authorization and secure data capture for major credit card brands. Contract(s) will be awarded to the company(s) that provide the best value to TTUS and the respective institutions.

Term: The contract(s) will be effective upon signature and will expire four years from that date. The contract(s) will renew for up to four (4) additional one (1) year renewal terms. The parties may negotiate and mutually agree on an alternate term.

Cost: The estimated value of the contract(s) is expected to exceed $1,000,000, depending on the competitive market pricing.

BACKGROUND INFORMATION

Section 07.12.3.a., *Regents' Rules*, requires Board of Regents approval of contracts which exceed $1,000,000 per annum.

Section 07.12.3.c., *Regents' Rules*, requires each contract for the purchase of goods and services, with a value exceeding $5,000,000 that the Chief Procurement Officer for the applicable component institution or the TTU system must submit to the board:
(1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU system policies; and
(2) information on any potential issue that may arise in the solicitation, purchasing, or contractor selection process.

Section 07.12.3.d.1.b, *Regents' Rules*, requires Board approval on contracts that involve a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than five years.

ff. TTUS: Authorize chancellor to enter negotiations and execute contract for an Electronic Research Administration Platform (FI).

Board approval required by: Sections 07.12.3.a, 07.12.3.c, and 07.12.3.d.1.b. *Regents' Rules*

The request is to authorize the chancellor, or his designee, to enter into negotiations and execute a contract with a qualified company to provide an Electronic Research Administration Platform. This request has been approved administratively by the president and the chancellor and is recommended for approval by the Board of Regents.

Texas Tech University System ("TTUS") issued a Request for Proposal ("RFP") on May 19, 2026, seeking proposals from experienced and qualified companies that can provide an Electronic Research Administration Platform. The platform will manage complex research awards end-to-end, including proposal development and submission, negotiation, award setup, compliance tracking, subaward management, reporting, and closeout.

Term: The contract will be effective upon signature and will expire four years from that date. The contract will renew for up to four (4) additional one (1) year renewal terms. The parties may negotiate and mutually agree on an alternate term.

Cost: The estimated value of the contract is expected to exceed $1,000,000, depending on the competitive market pricing. The fiscal responsibility is distributed among the institutions.

BACKGROUND INFORMATION

Section 07.12.3.a., *Regents' Rules*, requires Board of Regents approval of contracts which exceed $1,000,000 per annum.

Section 07.12.3.c., *Regents' Rules*, requires each contract for the purchase of goods and services, with a value exceeding $5,000,000 that the Chief Procurement Officer for the applicable component institution or the TTU system must submit to the board:
(1) verification that the solicitation and purchasing method and contractor selection process comply with state law and TTU system policies; and
(2) information on any potential issue that may arise in the solicitation, purchasing, or contractor selection process.

Section 07.12.3.d.1.b, *Regents' Rules*, requires Board approval on contracts that involve a sale or lease of land and/or improvements thereon, or a commitment of funds or other resources for more than five years.

INFORMATION AGENDA

INFORMATION AGENDA – Information is provided as required by Section 01.02.7.d(4)(c), *Regents' Rules* – "Material required by a provision of the *Regents' Rules* to be furnished to the Board as information will be listed in the information agenda."

NOTE: The following are reports or other documents which, according to the *Regents' Rules* or state law, must be made available to the Board of Regents. As such, the reports below are on file in the Board Office, and their listing on the Information Agenda constitutes notice that they are available to Board members upon request.

Page

I.C.1

(1) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2026 (as of August 31, 2026), per Section 01.02.8.d(3)(g), *Regents' Rules*..... 114

(2) TTUHSC and TTUHSC El Paso: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules*..... 114

(3) MSU, TTU, TTUS, TTUHSC, and TTUHSC El Paso: Contracts that involve a stated or implied consideration that total in excess of $1,000,000 over the entire term of the contract but the per annum amount is less than $1,000,000 per section 07.12.4.a of the *Regents' Rules* 117

(4) ASU, TTU, TTUHSC and TTUHSC El Paso: Consulting contracts with an initial consideration of $100,000 or less per Section 07.12.4.e.(1), *Regents' Rules* 120

(5) TTU and TTUHSC: Contracts for Sponsored Programs Projects per Section 07.12.4.b., *Regents' Rules*..... 122

(6) TTUS: Named funds per Section 13.02.3.a, *Regents' Rules*..... 123

(7) TTUS: Texas Tech Foundation. Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc. 123

(8) TTU: Exigent Circumstances approval per Section 13.05.8, *Regents' Rules* 124

(9) ASU and TTUHSC El Paso: Namings resulting from gifts less than $500,000.00 per Section 13.02.2.b(4), *Regents' Rules* 124

(10) TTU: Emergency actions approval of a major construction project by Section 08.01.7.a, *Regents' Rules* 124

(11) TTUHSC: Approval of contracts or transaction involving a sale or purchase of real property, or commitments of land per Section 07.12.4.g, *Regents' Rules*..... 125

(12) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Section 51.253(c), *Texas Education Code*..... 125

(13) TTU: Office of Research Commercialization ("ORC") report per section 10.16.1, *Regents' Rules* 126

(14) TTU: Exigent circumstances approval by Section 01.02.1.b, *Regents' Rules* 126

(1) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Summary of Revenues and Expenditures by Budget Category, FY 2026 (as of August 31, 2026), per Section 01.02.8.d(3)(g), *Regents' Rules* – All actual expenditures will be reviewed by the Finance and Investments Committee annually and provided as information. Financial reports for the most recently completed quarter for each of the component institutions are available at: https://www.texastech.edu/offices/cfo/board-financial-reports.php

(2) TTUHSC and TTUHSC El Paso: Contracts for ongoing and continuing health-related service relationships per Section 07.12.4.c, *Regents' Rules* – "The following are excepted from the requirements of Section 07.12.3.a and Section 07.12.3.b, *Regents' Rules*, "the board delegates to the presidents of health-related institutions the authority to approve the proposals and execute and sign contracts for health related services, as specified herein. This delegation is limited to contracts with entities for which the institution has an ongoing and continuing contractual relationship, to include: revenue contracts from which the institution receives payment for health related services; participation in health provider networks; resident or faculty support; and expense contracts with healthcare providers or suppliers necessary to fulfill the obligation to provide health related services as part of a revenue contract or new health related services contracts that involve a stated or implied consideration that total in excess of $1,000,000 over the entire term of the contract but the per annum amount is less than $1,000,000. Before such a contract may be executed, the president shall obtain the prior review of the TTU system Office of General Counsel and the TTU system vice chancellor and chief financial officer, or their designees. A list of health-related services contracts that have been executed under this delegation of authority since the previous regular board meeting shall be provided to the board as an information item at the next regular board meeting."

TTUHSC

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/ Amendment
TTUHSC	CON595950 Comphealth Inc	Locum Tenens Coverage	6/26/2009	6/25/2027	Extension
TTUHSC	CON594709 Locumtenens com LLC	Locum Tenens Coverage	11/17/2010	11/16/2026	Extension
TTUHSC	CON590970 Consilium Staffing LLC	Locum Tenens Coverage	6/1/2013	8/31/2027	Extension
TTUHSC	CON589196 Oral and Maxillofacial Surgery of Abilene	Oral & Maxillofacial Surgery	5/1/2015	8/31/2027	Extension
TTUHSC	CON589044 Staff Care Inc	Locum Tenens Coverage	3/1/2015	8/31/2027	Extension
TTUHSC	CON3822865 Covenant Health System	FY 27- Resident Rotation	7/1/2026	6/30/2027	Amendment
TTUHSC	CON3689466 Aequor Healthcare Services LLC	Locum Tenens Coverage	4/1/2025	3/31/2027	Extension

TTUHSC	CON3618368 Grasshopper Anesthesia Services PLLC	Anesthesia Services	5/20/2024	5/19/2027	Extension
TTUHSC	CON3519548 Aguayo Anesthesia PLLC	Anesthesia Services	5/1/2023	6/30/2027	Extension
TTUHSC	CON3499674 My Emergency Room 24 7 Abilene	Emergency Room Services	4/1/2023	3/31/2027	Extension
TTUHSC	CON3495413 Sigala Anesthesia PLLC	Anesthesia Services	5/1/2023	6/30/2027	Extension
TTUHSC	CON3186461 Altamimi Gastroenterology	Gastroenterology Services	11/1/2021	10/31/2026	Extension
TTUHSC	CON2670715 Immediate Nurse Care Staffing Inc	Locum Tenens Coverage	7/1/2020	8/31/2027	Extension
TTUHSC	CON2405867 Patriot Placement and Recruitment LLC	Locum Tenens Coverage	9/1/2019	8/31/2027	Extension
TTUHSC	CON1695429 Teague Anesthesia PLLC	Anesthesia Services	5/29/2017	5/28/2027	Extension
TTUHSC	CON1654257 Covenant Specialty Hospital	Long Term Care Facility	1/1/2017	8/31/2027	Extension
TTUHSC	CON1652256 Neogen Mental Health Behavioral Services PA	Psychiatry Services - Montford	1/1/2017	8/31/2027	Extension
TTUHSC	CON1583051 Covenant Medical Group	Preceptorship	7/1/2016	6/30/2027	Extension
TTUHSC	CON1581592 Covenant Medical Group	Clerkship Director Services	11/01/2015	10/31/2026	Extension
TTUHSC	CON1559310 Steven Wallace Brown MD PA	Neurosurgery Services	11/1/2025	8/31/2027	Extension
TTUHSC	AMEND595514-005 United Healthcare Insurance Company	Medical Group Participation - Amarillo	3/1/2006	12/31/2028	Amendment
TTUHSC	AMEND595514-004 United Healthcare Insurance Company	Medical Group Participation - Amarillo	3/1/2006	12/31/2028	Extension

TTUHSC	AMEND595485-006 United Healthcare Insurance Company	Medical Group Participation - Lubbock	10/5/2005	12/31/2028	Amendment
TTUHSC	AMEND595485-005 United Healthcare Insurance Company	Medical Group Participation - Lubbock	10/5/2005	12/31/2028	Extension
TTUHSC	AMEND593310-005 United Healthcare Insurance Company	Medical Group Participation - Odessa	12/15/2011	12/31/2028	Amendment
TTUHSC	AMEND593310-004 United Healthcare Insurance Company	Medical Group Participation - Odessa	12/15/2011	12/31/2028	Extension
TTUHSC	AMEND3384179-007 University Medical Center - UMC Lubbock	Amended Term and Compensation - Funding Support - ObGyn	9/1/2022	6/30/2027	Amendment
TTUHSC	AMEND3371958-018 University Medical Center - UMC Lubbock	Amendment to Staffing - Funding Support - Pediatrics	4/1/2022	6/30/2027	Amendment
TTUHSC	AMEND3369749-006 University Medical Center - UMC Lubbock	Amendment to Term and Staffing - Funding Support - Urology	7/1/2022	6/30/2026	Amendment
TTUHSC	AMEND3053511-007 University Medical Center - UMC Lubbock	Amendment to Compensation - Residency Program Directors	9/1/2021	8/31/2027	Amendment
TTUHSC	AMEND2118774-009 University Medical Center - UMC Lubbock	Amendment to Staffing - Hospitalists Services - Family Medicine	4/1/2018	3/31/2027	Amendment
TTUHSC	AMEND1592373-021 University Medical Center - UMC Lubbock	Amendment to Compensation - Support - Internal Medicine, Medical Oncology	5/15/2016	6/30/2027	Amendment
TTUHSC	AMEND1592371-014 University Medical Center - UMC Lubbock	Amendment to Compensation - Faculty Support - Orthopedics	5/15/2016	8/31/2027	Amendment

TTUHSC El Paso

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	Extension/ Amendment
TTUHSC EP	El Paso County Hospital District (CON3811270)	Anesthesia Services	07/01/26	06/30/29	Extension

(3) MSU, TTU, TTUS, TTUHSC, and TTUHSC El Paso: Contracts that involve a stated or implied consideration that total in excess of $1,000,000 over the entire term of the contract but the per annum amount is less than $1,000,000 per section 07.12.4.a of the *Regents' Rules* – The following are excepted from the requirements of Section 07.12.3.a and 07.12.3 b, *Regents' Rules*, "the chancellor or president, or the chancellor or presidents designee, as appropriate, is delegated the authority to approve: (i) contracts that involve a stated or implied consideration that total in excess of $1,000,000 over the entire term of the contract but the per annum amount is less than $1,000,000; and (ii) any amendment, extension, or renewal of a contract originally approved by the chancellor or president, as appropriate, so long as the amendment, extension, or renewal does not cause the per annum amount of the contract to exceed $1,000,000. This requirement is applicable to both cash and non-cash considerations. Information about such contracts or contract amendments, extensions, or renewals that are approved by the chancellor or a president under this delegation of authority shall be provided to the board as an information item at the next regular board meeting."

MSU

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	New or Extension	Procurement Method
MSU	Populous Inc. (C24948) Change Order 1	MSU Feasibility Study Cost Saving Measures on current drawings	12/19/2025	09/30/2026	Extension (Change Order 1)	TTU RFQ – 2025-1132 Award (2025-2030)
MSU	Freese and Nichols (C24918) Change Order 1	Development of MSU's Campus Master Plan by adding Parking Lot Study	1/1/2026	10/31/2026	Extension (Change Order 1)	TTUS RFQ – 2025-2028 Prequalified List

TTU and TTUS

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	New or Extension	Procurement Method
TTU	(C26423) The Devoted, LLC	Campus-wide supplemental marketing services	Execution	8 years after execution	New	RFP
TTU	(CTBD) Learfield/Texas Tech Athletic Partners LLC	Customer Relationship Management software to manage recruitment and admissions of prospective students	05/24/2024	05/23/2029	Extension	Sole Source
TTUS	(C23294) Gartner, Inc.	Finance Research and Advisory Subscription	01/01/2025	08/31/2029	Extension	State of Texas DIR
TTU	(C26757) Siemens Medical Solutions USA, Inc.	Magnetic Resonance Imaging (MRI) ancillary equipment and related services	09/18/2026	12/31/2030	New	Premier Cooperative
TTU	(CTBD) Campbell Scientific	Scientific products and services	Execution	11/24/2030	New	GSA
TTUS	(C26352) Alliant Insurance	Insurance Brokerage and Risk Management Services	Execution	8 years after execution	New	RFP
TTUS	(C26388) HUB International	Insurance Brokerage and Risk Management Services	Execution	8 years after execution	New	RFP

TTUHSC

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	New or Extension	Procurement Method
TTUHSC	CON595449 JDC Ultrasound Inc	Echo Technician Services - Pediatric Cardiology	6/1/2005	5/31/2027	Extension	Professional Service

TTUHSC	CON595115 Midland College	Operational Cost - PA Program Facility	9/1/2010	8/31/2027	Extension	Interlocal
TTUHSC	CON594979 Trans Star Ambulance	Ambulance Services	1/1/2000	8/31/2027	Extension	Professional Service
TTUHSC	CON589562 Ameritas Life Insurance Company	Dental Insurance Plan	8/1/1996	7/31/2027	Extension	Exempt
TTUHSC	CON579843 Firemaster LLC	Fire Alarm System and Services	5/1/2015	4/30/2030	Extension	Solicitation
TTUHSC	CON579715 Longsight Inc	Sakai Software	11/23/2011	8/31/2027	Extension	Solicitation
TTUHSC	CON579149 Grace Clinic of Lubbock	Lease - 4515 Marsha Sharp Freeway, Lubbock	7/1/2012	6/30/2027	Extension	Spot Purchase
TTUHSC	CON579119 University Medical Center - UMC Lubbock	Lease - UMC HealthPoint 4004 82nd Street, Building B, Lubbock	1/1/2011	12/31/2026	Extension	Interlocal
TTUHSC	CON579117 University Medical Center - UMC Lubbock	Lease - UMC HealthPoint 4004 82nd St, Suites A&B, Lubbock	5/1/2011	12/31/2026	Extension	Interlocal
TTUHSC	CON3608826 Decibel Media LLC	Media Planning & Buying Services	4/22/2024	8/31/2027	Extension	Solicitation
TTUHSC	CON3549409 University Medical Center - UMC Lubbock	Electronic Health Records	9/1/2023	8/31/2027	Extension	Interlocal
TTUHSC	CON3226343 McGraw-Hill LLC	Institutional Licensing	1/1/2013	9/25/2027	Extension	Exempt
TTUHSC	CON2267404 HireRight LLC	Employee Background Checks	10/1/2011	9/30/2027	Extension	Cooperative
TTUHSC	CON2192433 Technolutions Inc	Slate Information Management System	10/1/2018	6/30/2031	Extension	Cooperative
TTUHSC	CON2173835 QGenda LLC	Clinic Provider Scheduling - Software	10/22/2014	10/21/2026	Extension	Cooperative

TTUHSC	CON1592772 Kaltura Inc	Video Hosting and Publishing Platform	7/1/2011	6/30/2027	Extension	Solicitation

TTUHSC El Paso

Component	Vendor (Include Contract #)	Service or Goods to be Provided	Start Date	End Date	New or Extension	Procurement Method
TTUHSC EP	The Hospitals of Providence (CON3831670)	Pediatric Orthopedic Surgery	10/01/26	3/31/29	New	N/A Professional Services
TTUHSC EP	Actias Luna Anesthesia, LLC (CON3828263)	Anesthesia Services	11/01/26	10/31/30	New	N/A Professional Services
TTUHSC EP	Lexi Medical Solutions (CON3826312)	Anesthesia Services	10/01/26	09/30/30	New	N/A Professional Services
TTUHSC EP	Scott Boyd, MD, PC (CON3826307)	Anesthesia Services	12/01/26	11/30/30	New	N/A Professional Services
TTUHSC EP	The Hospitals of Providence (CON3825899)	General Surgery Services	09/03/26	03/03/29	New	N/A Professional Services
TTUHSC EP	The Hospitals of Providence (CON3811126)	Pediatric Services	10/15/26	04/15/29	New	N/A Professional Services
TTUHSC EP	Texas Health and Human Services Commission (CON3810211)	Psychology Residents	09/01/26	08/31/31	New	N/A Professional Services
TTUHSC EP	Pavo Real Anesthesia PLLC (CON3724068)	Anesthesia Services	07/07/26	07/06/30	New	N/A Professional Services
TTUHSC EP	Dr. Wilma Luquis-Aponte (AMEND3633285-002)	Health Resources and Service Administration	07/01/24	06/30/27	Extension	N/A Professional Services
TTUHSC EP	El Paso County Hospital District (AMEND2960517-002)	Clinic Lease	09/01/21	08/31/28	Extension	N/A Professional Services

(4) ASU, TTU, TTUHSC and TTUHSC El Paso: Consulting contracts with an initial consideration of $100,000 or less per Section 07.12.4.e.(1), *Regents' Rules* – "(a) Board approval is not required, but the vice chancellor and chief financial officer, in consultation with the chancellor, presidents, and chief financial officers of the institutions, shall review consulting contracts of $100,000 or less prior to execution of the contract by the chancellor or president, as appropriate. (b) A report of the contract shall be provided as an Information Agenda item at the next board meeting."

ASU

Component	Vendor (Include Contract #)	Consulting Service to be Provided	Start Date	End Date
ASU	Jerry Trapnell (U2700074)	Review documents, policies, processes; Come for a Campus Visit November 1-December 15, 2026; Review Initial Draft of the Continuous Improvement report; Review Final draft of CIR Report and come for a Mock AACSB CIR Peer Review Team visit.	09/01/2026	06/30/2027
ASU	Willilam Randy Boxx (U2700073)	Review documents, policies, processes; Come for a Campus Visit November 1-December 15, 2026; Review Initial Draft of the Continuous Improvement report; Review Final draft of CIR Report and come for a Mock AACSB CIR Peer Review Team visit.	09/01/2026	06/30/2027
ASU	Dena Abbott	Provide a written external review of the PSYC graduate program based on the PSYC self-study.	06/01/2026	07/15/2026

TTU

Component	Vendor (Include Contract #)	Consulting Service to be Provided	Start Date	End Date
TTU	(C26329) Winston Taylor, LLP	Conference-related advisory services	Execution	45 days after execution
TTU	(P1318422) Solid Border, Inc	Network Security advisory services	Execution	One year or exhaustion of 40 hours of services purchased

TTUHSC

Component	Vendor (Include Contract #)	Consulting Service to be Provided	Start Date	End Date
TTUHSC	CON3826306 Stout Risius Ross LLC	OB - Clinical Operations	9/1/2026	1/31/2027
TTUHSC	CON3809812 Partners in Medical Education Inc	External Review of ACGME Survey	8/1/2026	10/31/2026

TTUHSC El Paso

Component	Vendor (Include Contract #)	Consulting Service to be Provided	Start Date	End Date
TTUHSC EP	Dr. Dharanjpathy Rangaraj – RR Technologies LLC dba Origin Quality Solutions (CON3817173)	Independent Expert for the Fox Cancer Center Radiation Component	08/11/26	08/10/28

(5) TTU and TTUHSC: Contracts for Sponsored Programs Projects per Section 07.12.4.b., *Regents' Rules* – "The board delegates to the presidents the authority to approve the proposals and execute and sign contracts for sponsored program projects in excess of $1,000,000 per annum. Sponsored program projects are those grants, contracts, and cooperative agreements from either the public or private sectors that support research, instructional, and service projects. A list of such contracts for sponsored program projects in excess of $1,000,000 per annum shall be provided to the board as an information item at the next regular board meeting."

TTU:

(a) NSF Engineering Research Center for Advancing Sustainable and Distributed Fertilizer Production (CASFER) - Year 5; Gerri Gabriela Botte, Professor, Chemical Engineering, and Principal Investigator; National Science Foundation; $5,700,000 awarded
(b) Statewide Mentorship; Sarah Elaine Beal, Executive Director, Education TEP, and Principal Investigator; Texas Education Agency (701)/Region 13 Education Services Center (ESC); $1,326,279 awarded
(c) Unit 3 of LISTER (Lunar Instrumentation for Subsurface Thermal Exploration with Rapidity); Seiichi Nagihara, Professor, Geosciences, and Principal Investigator; National Aeronautics and Space Administration; $2,700,000 awarded
(d) Integrated Cotton-Guayule Systems to Strengthen Semi-/ Arid Agriculture and Expand U.S. Markets for Latex and Residue Co-Products; Catherine Ross Simpson, Associate Professor, Plant and Soil Science, and Principal Investigator, USDA-NIFA Cooperative State Research Ed & Extension Services; $10,000,000 awarded
(e) Protecting US Food Security and Profitability through Science, Safety, and Workforce Development; Michael Darren Hudson, Associate Academic Dean, Agricultural and Applied Economics, and Principal Investigator; USDA-NIFA Cooperative State Research Ed & Extension Services; $28,957,375 awarded

TTUHSC:

(a) National Heart, Lung, and Blood Institute (NHLBI) funding titled: "VIBRANT MOMS: Verifying and Implementing evidence-based programs addressing needed transformations for maternal health outcomes, measures, and support"; grant year 08/15/2026 through 08/15/2027; award amount $1,499,817
(b) Texas Health and Human Services Commission (HHSC) funding titled: "Texas Nurse-Family Partnership Lubbock"; grant year 09/01/2026 through 08/31/2027; award amount $1,137,969

(c) National Institute on Minority Health and Health Disparities (NIMHD) funding titled: "Texas Tech Center for Translational Research and Rural Health", grant year 09/03/2026 through 05/31/2027, award amount $4,993,830
(d) Boehringer Ingelheim Pharmaceuticals, Inc. sponsored clinical trial site agreement; Start Date 07/23/2026 End Date: Completion of the trial
(e) Aurinia Pharmaceuticals Inc. sponsored clinical trial site agreement: Start Date: 06/27/2026 End Date: Five (5) years, until the Study Site is closed by Sponsor, or the Agreement is terminated earlier, whichever comes first.

(6) TTUS: Named funds per Section 13.02.3.a, *Regents' Rules* – "The board delegates approvals to name endowments or other gift funds established through a private gift of less than $5 million to the president of the benefitting institution, in consultation and cooperation with the chancellor and the VCIA. Notice shall be provided to the board of regents as part of the information agenda at the next board meeting."

(a) Prior to the call to order of the November board meeting, the vice chancellor for institutional advancement notified the board of regents of all named endowments and other gifts equaling $100,000 or more given or pledged to the component universities via agreements executed between July 27, 2026, through October 25, 2026.

(7) TTUS: Texas Tech Foundation. Board nominations by Article IV, Section 2, Amended and Restated Bylaws of Texas Tech Foundation, Inc. – "The Foundation Board shall be composed of not less than twenty-one (21), and not more than forty (40) voting members, elected by the current members, with notice to the Board of Regents. Members of the Foundation Board serve in cooperation and coordination with the Board of Regents. The Foundation Board shall endeavor to have at least one member from each of Lubbock, El Paso, San Angelo, Wichita Falls or their surrounding areas and shall further endeavor to have members that represent the diverse geographic areas of Texas served by the Texas Tech University System."

(a) On August 28, 2026, the Texas Tech Foundation Board of Directors unanimously approved the following individuals to serve on the foundation board of directors:

Second Term Appointments – expiring August 31, 2030

Barney Adams
Jerry Dixon

First Term Appointments – Expiring August 31, 2030

Wendie Cook
Terry Lyons
Wendy Masiello
Jeanni Ralson
Larry Vanderwoude

(8) TTU: Exigent Circumstances approval per Section 13.05.8, *Regents' Rules* – "When an emergency or exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, approval may be given for a naming proposal submitted by the chancellor and VCIA, or their designee, by verbal approval of the chair and vice chair of the board. The board, as a whole, will be made aware of the naming at the time the decision is made and, if accepted, namings approved in this manner shall be presented to the board as an information item at the next board meeting."

(a) Naming of the Trophy Hall within the Womble Football Training Center in honor and recognition of the Arcilia Acosta Family's generous pledge to the Texas Tech Foundation, Inc., for the ultimate benefit of Texas Tech Athletics— to be known as "Arcilia Acosta Family Champions Hall. The naming was approved by the chair and vice chair via exigent circumstances on September 17, 2026.

(9) ASU and TTUHSC El Paso: Namings resulting from gifts less than $500,000.00 per Section 13.02.2.b(4), *Regents' Rules* – "Gifts of less than $500,000.00 that meet the requirements outlined in this chapter [13] for naming of a facility, as defined herein, may be approved by the component institution president, in cooperation and coordination with the VCIA. The item will be placed as an information item at the next board meeting after the public announcement."

ASU:

(a) Naming of the makerspace in the Porter Henderson Library for the Norris-Vencent College of Business' Entrepreneurship program the "Eustis Makerspace for Entrepreneurship." This naming is honor and recognition of the generous donation of Steve Eustis benefitting Angelo State University.

TTUHSC El Paso:

(a) Naming of the Katelyn Gray, PMHNP; & Kelsey Gray, M.D. Breast Care Exam Room within the Fox Cancer Center, in honor and recognition of Tim and Julie Gray's generous pledge to the Texas Tech Foundation, Inc.'s Building for Hope Campaign, benefitting the Fox Cancer Center.
(b) Naming of the Patty & Alan Russell Neurology Clinic Reception Area within the Fox Cancer Center, in honor and recognition of Patty and Alan Russell's generous pledge to the Texas Tech Foundation, Inc.'s Building for Hope Campaign, benefitting the Fox Cancer Center.

(10) TTU: Emergency actions approval of a major construction project by Section 08.01.7.a, *Regents' Rules* – "If the chancellor, on the recommendation of the president, declares a major construction project to be an emergency or that exigent circumstances exist and it is not feasible or practical to convene a quorum of the board within the time in which action is needed, the board authorizes the chair of the board or the chair of the Facilities Committee to approve all necessary actions. Any emergency actions taken must be reported to the board at its next meeting."

(a) On August 24, 2026, pursuant to Section 08.01.7.a, *Regents' Rules*, Chairman Cody Campbell granted exigent circumstances approval authorizing Texas Tech University to increase the budget and revise the completion date for the previously approved project with Red Raiders Facilities Foundation and Manhattan Construction Company for the development of a residence hall. The approved revision increases the total project cost to $134 Million, up from the original $130 Million and moves the expected completion date of November 1, 2028.

(11) TTUHSC: Approval of contracts or transaction involving a sale or purchase of real property, or commitments of land per Section 07.12.4.g, *Regents' Rules* – "The following are excepted from the requirements of Section 07.12.3.a and 07.12.3.d, Regents' Rules, the board delegates to the chair of the Finance and Investments Committee the authority to approve, upon the recommendation by the Chancellor or President, or their designee, as appropriate, (i) any contract or transaction involving a sale or purchase of real property, or commitments of land including without limitation leases, easements and licenses even if more than five years with a per annum amount that is less than $1,000,000; and (ii) any amendment, extension or renewal of such contract or transaction originally approved by the Board of Regents' or the chair of the Finance and Investments Committee , so long as the amendment, extension or renewal does not cause the per annum amount of the contract to exceed $1,000,000. This requirement is applicable to both cash and non-cash considerations. Any such contracts, transactions, amendments, extensions, or renewals that are approved by the chair of the Finance and Investments Committee under this delegation of authority shall be placed as an information agenda item at the next regular board meeting."

(a) Property acquisition in Odessa, TX. On September 30, 2026, Committee Chair Tim Culp authorized President Rice-Spearman or her designee to finalize negotiations and execute one or more agreements for the acquisition of real property located in Odessa, TX.

(12) ASU, MSU, TTU, TTUHSC and TTUHSC El Paso: Chief Executive Officer Title IX administrative reports as required by Section 51.253(c), *Texas Education Code* – "Subject to Subsection (d), at least once during each fall or spring semester, the chief executive officer of a postsecondary educational institution shall submit to the institution's governing body and post on the institution's Internet website a report concerning the reports received under Section 51.252. The report: (1) may not identify any person; and (2) must include: (A) the number of reports received under Section 51.252; (B) the number of investigations conducted as a result of those reports; (C) the disposition, if any, of any disciplinary processes arising from those reports; (D) the number of those reports for which the institution determined not to initiate a disciplinary process, if any; and (E) any disciplinary actions taken under Section 51.255." Reports for the most recently completed reporting period are available to the board and are posted on each component institution website.
ASU: https://www.angelo.edu/current-students/title-ix/annual-reports/
MSU: https://msutexas.edu/titleix/annual-reports.php
TTU: https://www.depts.ttu.edu/titleix/annualreports/
TTUHSC: https://www.ttuhsc.edu/title-ix/institutional_annual_reports.aspx.
TTUHSC EP: https://ttuhscep.edu/title-ix/title-ix-reporting.aspx

(13) TTU: Office of Research Commercialization ("ORC") report per section 10.16.1, *Regents' Rules* – "At least once a year, coincidental with a regular board meeting, the ORC Director shall prepare for the chancellor and the board a report listing the titles and a brief description of each intellectual property disclosure received since the last report, all license and assignment agreements entered into by the ORC, and the status of existing license and assignment agreements, including the distribution of revenues earned from such agreements."

(a) ORC FY26 Annual Report is included as a supplemental attachment under the Attachments tab.

(14) TTU: Exigent circumstances approval by Section 01.02.1.b, *Regents' Rules* - "Section 109.001, Texas Education Code, states that the board "by rule may delegate a power or duty of the board to an officer, employee, or other agent of the board." When an emergency or exigent circumstances exist that cannot be adequately addressed through Section 07.04.4.a(2) relating to budget adjustments, Section 07.12.3.i relating to contracts, or Section 08.01.7 relating to major construction projects, the chair – or if the chair is not available within the time required for action, the vice chair may approve a proposal submitted by the chancellor, or the chancellor's designee, for an action that otherwise would require the approval of the board as a whole, with subsequent notification to the board as soon as practicable."

(a) On November 1, 2026, Chairman Campbell granted an exigent circumstances approval, pursuant to Sections 01.02.1.b and 07.12.3.i, Regents' Rules, for Texas Tech University to enter into a Letter of Intent with payment and continue negotiations related to acquisition of property in Lubbock County, Texas.

ATTACHMENTS

ATTACHMENT 1
(Finance item 1)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
TEXAS TECH UNIVERSITY SYSTEM §

I, the undersigned, Secretary of the Board of Regents of the Texas Tech University System, hereby certify as follows:

1. The Board of Regents of Texas Tech University System convened in REGULAR MEETING ON THE 11TH DAY OF NOVEMBER, 2026, in accordance with applicable law, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Name	Office
Cody Campbell	Chairman
Dustin R. Womble	Vice Chairman
Arcilia Acosta	Member
Clay Cash	Member
Tim Culp	Member
Doug McReaken	Member
Don Sinclair	Member
Shelley Sweatt	Member
Rachel McLelland	Student Regent

and all of such persons were present, except for the following absentees:_____, thus constituting a quorum. Whereupon, among other business, the following was transacted at such Meeting: a written

FIRST AMENDMENT TO AMENDED AND RESTATED FIFTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE REVENUE FINANCING SYSTEM COMMERCIAL PAPER PROGRAM AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

was duly introduced for the consideration of the Board and duly read. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of such Resolution, prevailed and carried by the following votes:

___ voted "For" ___ voted "Against" ___ "Abstained"

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that such Resolution has been duly recorded in the Board's minutes of such Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that such Resolution would be introduced and considered for adoption at such Meeting; that such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

3. That the Resolution has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED this ___ day of _____2026.

_____
Secretary, Board of Regents

(SEAL)

FIRST AMENDMENT TO AMENDED AND RESTATED FIFTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE REVENUE FINANCING SYSTEM COMMERCIAL PAPER PROGRAM AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, on August 8, 2008, the Board of Regents (the "*Board*") of Texas Tech University System adopted the following resolution (the "*Original Resolution*"):

> AMENDED AND RESTATED FIFTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE REVENUE FINANCING SYSTEM COMMERCIAL PAPER PROGRAM AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, capitalized terms utilized, but not defined herein, shall have the meanings set forth in the Original Resolution; and

WHEREAS, (i) in accordance Section 5.01(a)(ii) of the Original Resolution, the Original Resolution may be amended to cure any ambiguity or inconsistency in the Original Resolution and more clearly express the intent of the Original Resolution, (ii) in accordance with Section 5.01(a)(iii) of the Original Resolution, the Original Resolution may be amended to change the form of the Outstanding Commercial Paper Notes or make such other changes in the provisions of the Original Resolution, including extending the Maximum Maturity Date, as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes, and (iii) in accordance with Section 5.01(a)(v) of the Original Resolution, the Original Resolution may be amended to increase the amount of Commercial Paper Notes which may be Outstanding (the authority cited in (i), (ii) and (iii) of this recital to be collectively referred to as the "*Amending Authority*"), each without notice to or consent of any owner of the Commercial Paper Notes or any other Parity Obligations; provided that notice of any amendment to the Original Resolution shall be given to each Rating Agency pursuant to Section 6.03(b) thereof; and

WHEREAS, pursuant to the Amending Authority, the Board hereby approves this "First Amendment to Amended and Restated Fifth Supplemental Resolution to the Master Resolution Establishing the Revenue Financing System Commercial Paper Program and Approving and Authorizing Instruments and Procedures Relating Thereto" (this "*First Amendmen*t") to amend the Original Resolution for the purposes of (i) increasing the programmatic size from an amount not to exceed $150,000,000 to an amount not to exceed $300,000,000, (ii) increasing the maximum maturity date of the Commercial Paper Notes from July 31, 2038 to December 31, 2066 (and with respect to such extension of the maximum maturity date, the Board hereby finds, in accordance with Section 5.01(a)(iii) of the Original Resolution, that such extension is necessary or desirable and does not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes), and (iii) make other conforming modifications and revisions to reflect the current state of the program, as further detailed below:

1. Exhibit A related to the Original Resolution's definitions is amended by deleting the following language (as evidenced in ~~strikethrough~~) and inserting the additional language set forth below (as evidenced in **bold underline**):

The term "*Chief Financial Officer*" shall mean the **Vice Chancellor and** Chief Financial Officer of TTUS so appointed by the Board or the Chancellor of TTUS.

The term "*Fifth Supplement*" shall mean this Amended and Restated Fifth Supplemental Resolution adopted by the Board on August 8, 2008, authorizing the Commercial Paper Notes**, as amended by the First Amendment to Amended and Restated Fifth Supplemental Resolution adopted by the Board on November 11, 2026.**

The term "*Maximum Maturity Date*" shall mean ~~July 31, 2038~~ **December 31, 2066**.

2. Exhibit A related to the Original Resolution's definitions is amended by deleting the following terms: "Parity Obligations," "First Series Bonds," "First Supplement," "Second Series Bonds," "Second Supplement," "Third Series Bonds," "Third Supplement," "Fourth Series Bonds," "Fourth Supplement," "Sixth Series Bonds," "Sixth Supplement," "Seventh Series Bonds," "Seventh Supplement," "Eighth Series Bonds," "Eighth Supplement," "Ninth Series Bonds," "Ninth Supplement," "Tenth Series Bonds," "Tenth Supplement," "Twelfth Series Bonds," and "Twelfth Supplement."

3. The first sentence of Section 2.01 of the Original Resolution is amended by deleting the following language (as evidenced in ~~strikethrough~~) and inserting the additional language set forth below (as evidenced in **bold underline**):

Section 2.01 General Authorization. Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed ~~ONE HUNDRED FIFTY MILLION DOLLARS ($150,000,000)~~ **THREE HUNDRED MILLION DOLLARS ($300,000,000)** at any one time Outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew, or refund Notes, Prior Encumbered Obligations, and Parity Obligations, including interest thereon.

4. The fifth sentence of Section 2.11(a) of the Original Resolution is amended by deleting the following language (as evidenced in ~~strikethrough~~):

The Board hereby determines that it will have sufficient funds to meet the financial obligations of each Participant in the Financing System ~~(currently TTU, ASU and the Health Sciences Center)~~, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System.

5. The first sentence of Section 4.01 of the Original Resolution is amended by deleting the following language (as evidenced in ~~strikethrough~~) and inserting the additional language set forth below (as evidenced in **bold underline**):

Section 4.01 Limitation on Issuance. Unless this Fifth Supplement is amended and modified by the Board in accordance with the provisions of Section 5.01 hereof, the Board covenants that there will not be issued and Outstanding at any time more than

$~~150,000,000~~**300,000,000** in principal amount of Commercial Paper Notes.

6. The second paragraph of the Form of Tax Exempt Note attached in Exhibit B of the Original Resolution is amended by inserting the additional language set forth below (as evidenced in **bold underline**):

> This Tax Exempt Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which, together with the below referenced Promissory Note (such Promissory Note and the Commercial Paper Notes being hereinafter collectively referred to as the "Notes"), has been duly authorized and issued in accordance with the provisions of a master resolution (the "Master Resolution") and an amended and restated fifth supplemental resolution thereto**, as further amended by a first amendment to the amended and restated fifth supplemental resolution** (**as amended,** the "Fifth Supplemental Resolution," the provisions of the Master Resolution are incorporated by reference in the Fifth Supplemental Resolution, and the Master Resolution and the Fifth Supplemental Resolution shall hereinafter be referred to collectively as the "Resolution") passed by the Board, an agency and political subdivision of the State of Texas, for the purpose of financing Costs of Eligible Projects (each as defined in the Resolution) and to refinance, renew and refund the Notes, other Parity Obligations and Prior Encumbered Obligations; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Resolution.

7. The second paragraph of the Form of Taxable Note attached in Exhibit B of the Original Resolution is amended by inserting the additional language set forth below (as evidenced in **bold underline**):

> This Taxable Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which, together with the below referenced Promissory Note (such Promissory Note and the Commercial Paper Notes being hereinafter collectively referred to as the "Notes"), has been duly authorized and issued in accordance with the provisions of a master resolution (the "Master Resolution") and an amended and restated fifth supplemental resolution thereto**, as further amended by a first amendment to the amended and restated fifth supplemental resolution** (**as amended,** the "Fifth Supplemental Resolution," the provisions of the Master Resolution are incorporated by reference in the Fifth Supplemental Resolution, and the Master Resolution and the Fifth Supplemental Resolution shall hereinafter be referred to collectively as the "Resolution") passed by the Board, an agency and political subdivision of the State of Texas, for the purpose of financing Costs of Eligible Projects (each as defined in the Resolution) and to refinance, renew and refund the Notes, other Parity Obligations and Prior Encumbered Obligations; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Resolution.

WHEREAS, the Board previously appointed U.S. Bank Trust Company, National Association to act as the Issuing and Paying Agent for the Commercial Paper Notes, and the Board hereby authorizes an Authorized Representative to enter into an Amended and Restated Issuing and Paying Agent Agreement, substantially in the form attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 3.04 of the Original Resolution, the Board hereby reaffirms J.P. Morgan Securities LLC and approves BofA Securities, Inc., Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., LLC to each serve as a Dealer with respect to the Commercial Paper Notes, and the Board hereby authorizes an Authorized Representative to enter into a Dealer Agreement with each such Dealer, substantially in the form attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of Texas Tech University System that the foregoing modifications are hereby approved, such modifications to take effect on the first issuance date of Commercial Paper Notes subsequent to (i) the approval by the Attorney General of the State of Texas of this First Amendment, and other agreements and proceedings as may be required in connection therewith, and (ii) the Board's receipt of an opinion of Bond Counsel in accordance with Section 5.01(a)(ii) of the Original Resolution.

PASSED AND APPROVED this 11th day of November, 2026.

EXHIBIT A

FORM OF AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT

AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT

THIS AMENDED AND RESTATED ISSUING AND PAYING AGENT AGREEMENT (the "*Agreement"*) is entered into as of _____, 2026 (the "*Effective Date*") by and between U.S. Bank Trust Company, National Association (the "*Bank"*) with offices at 100 Wall Street, 6th Floor, New York, New York 10005 and the Board of Regents of Texas Tech University System (the "*Board"*) regarding the following commercial paper program of the Board: Board of Regents of Texas Tech University System Revenue Financing System Tax Exempt and Taxable Commercial Paper Notes, Series A (hereinafter referred to as the "*Program"*) as authorized by the Resolution (as defined herein), and amends and restates in its entirety the Amended and Restated Issuing and Paying Agency Agreement dated as of January 14, 2009 (the "*Prior Agreement*"), between the Board and the Bank, as successor to Deutsche Bank Trust Company Americas.

WITNESSETH:

WHEREAS, at the request of the Board, the Bank is prepared to (a) act as depositary for the safekeeping of certain notes of the Board which may be issued and sold in the United States commercial paper market under the Program (the "*Commercial Paper Notes"*; such Commercial Paper Notes when issued in book-entry form being hereinafter referred to as "*Book-Entry Commercial Paper Notes"* and when issued in the form of certificated promissory notes being hereinafter referred to as "*Certificated Commercial Paper Notes"*), (b) as issuing agent on behalf of the Board in connection with the issuance of the Commercial Paper Notes, (c) as paying agent to undertake certain obligations to make payments in respect of the Commercial Paper Notes, and (d) as depositary to receive certain funds on behalf of the Board, as set forth herein;

WHEREAS, the Board has authorized the issuance of the Commercial Paper Notes pursuant to an Amended and Restated Fifth Supplemental Resolution to the Master Resolution dated as of November 11, 2026, as amended from time to time in accordance with the provisions thereof (the "*Resolution"*);

WHEREAS, Commercial Paper Notes will be issued on the terms and subject to the conditions set forth herein and may be designated as, or may consist of a combination of, "Tax Exempt Notes" and/or "Taxable Notes" as permitted by and in accordance with the Resolution;

WHEREAS, this Agreement will govern the Bank's rights, powers and duties as such depositary, issuing agent and paying agent for the Commercial Paper Notes and the Board's rights and obligations in connection therewith.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Appointment of Bank. The Board hereby appoints the Bank and the Bank hereby agrees to act, on the terms and conditions specified herein, as depositary, and issuing and paying agent for the Commercial Paper Notes issued under the Program. The Commercial Paper Notes will be sold through such commercial paper dealers and/or placement agents as the Board shall have notified the Bank in writing from time to time (collectively, the "*Dealers"*).

2. Letter of Representations. The Board will promptly deliver to the Bank an executed version of the form of Letter of Representations (the "*Letter of Representations"*) provided by The Depository Trust Company ("*DTC"*). The Board understands and agrees that such Letter of Representations when executed by the Board, the Bank and DTC shall supplement the provisions of this Agreement and that the Board, the Bank, and DTC shall be bound by the terms and provisions of the Letter of Representations, including any procedures and operational arrangements applicable thereunder.

3. Supply of Commercial Paper Notes.

(a) The Board will from time to time furnish the Bank with an adequate supply of Commercial Paper Notes, which shall be Book-Entry Commercial Paper Notes and/or Certificated Commercial Paper Notes, as the Board in its sole and absolute discretion considers appropriate. If Certificated Commercial Paper Notes are to be issued, they shall be in the form provided by the Board, shall be serially numbered and shall have been executed by manual or facsimile signature of an Authorized Representative (as hereafter defined), but shall otherwise be uncompleted. Book-Entry Commercial Paper Notes shall be substantially in the forms attached to the Letter of Representations and shall be represented by one or more master notes ("*Master Note"* or "*Master Notes"*). The Board will deliver to the Bank a Master Note for the Tax Exempt Notes and a Master Note for the Taxable Notes evidencing the respective Commercial Paper Notes issued. Each Master Note shall be executed by manual, electronic, or facsimile signature by an Authorized Representative in accordance with the Letter of Representations. Pending receipt of instructions pursuant to this Agreement, the Bank will hold the Certificated Commercial Paper Notes and Master Notes in safekeeping for the account of the Board or DTC, as the case may be, in accordance with the Bank's customary practice.

(b) Each Certificated Commercial Paper Note or Master Note delivered to the Bank shall be accompanied by a letter from the Board, as the case may be, identifying the Certificated Commercial Paper Note or Master Note(s) transmitted therewith, and the Bank shall acknowledge receipt of such Certificated Commercial Paper Note(s) or Master Note(s) on the copy of such letter or pursuant to some other form of written receipt deemed appropriate by the Bank at the time of delivery to the Bank of such Certificated Commercial Paper Note(s) or Master Note(s). Pending the issuance of Certificated Commercial Paper Notes as provided in Section 5 hereof, all Certificated Commercial Paper Notes and Master Note(s) delivered to the Bank shall be held by the Bank for the account of the Board or DTC, as the case may be, for safekeeping in accordance with the Bank's customary practice.

4. Authorized Representatives. With the delivery of this Agreement, the Board is furnishing to the Bank, and from time to time thereafter may furnish to the Bank, and shall furnish to the Bank upon the Bank's request, certificates ("*Incumbency Certificates"*) of a responsible officer of the Board certifying the incumbency and specimen signatures of officers or agents of the Board authorized to execute Commercial Paper Notes on behalf of the Board by manual or facsimile signature and/or to take other action hereunder on behalf of the Board (each an "*Authorized Representative"*); such Incumbency Certificate shall also specify the names of employees of Dealers who are authorized to give notices and/or issuance instructions to the Bank as provided herein (a "*Dealer Representative"*) . Until the Bank receives a subsequent Incumbency Certificate of the Board, the Bank is entitled to rely on the last such Incumbency Certificate

delivered to the Bank for purposes of determining the Authorized Representatives and Dealer Representatives. The Bank shall not have any responsibility to the Board to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Notes, or to determine whether any facsimile or manual signature resembles the specimen signature(s) filed with the Bank by a duly authorized officer of the Board. Any Commercial Paper Notes bearing the manual, electronic, or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be binding on the Board after the authentication thereof by the Bank notwithstanding that such person shall have died or shall have otherwise ceased to hold his office on the date such Commercial Paper Note is countersigned or delivered to the Bank.

5. Completion, Authentication and Delivery of Commercial Paper Notes.

(a) In the case of Certificated Commercial Paper Notes, from time to time during the term of this Agreement and subject to the terms and conditions hereof, and upon the Bank's timely receipt of written or electronic instructions or notice transmitted directly to the Bank's computers or in such other manner as the Bank then employs as the Bank's normal business practice, not later than 12:30 p.m. New York, New York time on a day on which the Bank is open for business (a "*Business Day"*), from an Authorized Representative or Dealer Representative, on the date of issuance of any Certificated Commercial Paper Notes (in the case of instructions from an Authorized Representative, such instructions shall be in compliance with Section 3.01 of the Resolution and a copy of such instructions shall be sent to the Dealer Representative by said Authorized Representative), the Bank shall withdraw the respective Certificated Commercial Paper Notes from safekeeping and in accordance with the instructions so received, take the following actions with respect to each such Certificated Commercial Paper Note:

i. date each such Certificated Commercial Paper Note the date of issuance thereof (which shall be a Business Day) and insert the maturity date thereof (provided that the Authorized Representative or Dealer Representative shall ensure that such date is a Business Day and that it shall not be more than 270 days from the date of issue) and the face amount (provided that Authorized Representative or the Dealer Representative shall ensure that such face amount is $100,000 or integral multiples of $1,000 in excess thereof) thereof in figures;

ii. authenticate (by countersigning) each such Certificated Commercial Paper Note in the appropriate space provided thereon;

iii. deliver such Certificated Commercial Paper Note to the Dealer, or the consignee, if any, designated by such Authorized Representative or Dealer Representative for the account of the Dealer; and

iv. complete the interest rate and applicable discount amount.

In the case of Book-Entry Commercial Paper Notes, from time to time during the term of this Agreement and subject to the terms and conditions hereof, and upon the Bank's timely receipt of written or electronic instructions or notice transmitted directly to the Bank's computers or in such other a manner as the Bank then employs as the Bank's normal business practices, not later than 2:00 p.m. New York, New York time on a Business Day, from an Authorized Representative or a

Dealer Representative, on the date of issuance of any Book-Entry Commercial Paper Notes (in the case of instructions from an Authorized Representative, such instructions shall be in compliance with Section 3.01 of the Resolution and a copy of such instructions shall be sent to the Dealer Representative by said Authorized Representative), the Bank shall give issuance instructions for the issuance of Book-Entry Commercial Paper Notes to DTC in a manner set forth in, and take other actions as are required by, the Letter of Representations. Instructions for the issuance of Book-Entry Commercial Paper Notes shall include the following information with respect to each Book-Entry Commercial Paper Note:

i. the date of issuance of each such Book-Entry Commercial Paper Note (which shall be a Business Day);

ii. the maturity date of each such Book-Entry Commercial Paper Note (provided that the Representative or Dealer Representative shall ensure that such date is a Business Day and that it shall not be more than 270 days from the date of issue);

iii. the face amount (provided that the Authorized Representative or the Dealer Representative shall ensure that such face amount is $100,000 or integral multiples of $1,000 in excess thereof) in figures;

iv. the interest rate and applicable discount amount; and

v. whether such Book-Entry Commercial Paper Note is being issued as Tax Exempt Note or as a Taxable Note under the Resolution.

(b) The Board understands that although the Bank has been instructed to deliver Commercial Paper Notes against payment, delivery of Commercial Paper Notes will, in accordance with the custom prevailing in the commercial paper market, be made before receipt of payment in immediately available funds. Therefore, once the Bank has delivered a Commercial Paper Note to a Dealer or its agent as provided herein, the Board shall bear the risk that a Dealer or its agent fails to remit payment for the Commercial Paper Note to the Bank. The Bank shall have no liability to the Board for any failure or inability on the part of the Dealer to make payment for Commercial Paper Notes. Nothing in this Agreement shall require the Bank to purchase any Commercial Paper Note or expend the Bank's own funds for the purchase price of a Commercial Paper Note or Commercial Paper Notes.

(c) Except as may otherwise be provided in the Letter of Representations, if at any time the Board instructs the Bank to cease issuing Certificated Commercial Paper Notes and to issue only Book-Entry Commercial Paper Notes, the Bank agrees that all Commercial Paper Notes will be issued as Book-Entry Commercial Paper Notes and that no Certificated Commercial Paper Notes shall be exchanged for Book-Entry Commercial Paper Notes unless and until the Bank has received written instructions from an Authorized Representative (any such instructions from a Dealer Representative shall not be sufficient for this purpose) to the contrary.

(d) It is understood that the Bank is not under any obligation to assess or review the financial condition or creditworthiness of any person to or for whose account the Bank delivers a Commercial Paper Note pursuant to instructions from an Authorized Representative or Dealer

Representative or advise the Board as to the results of any such appraisal or investigation the Bank may have conducted on its own or of any adverse information concerning any such person that may in any way have come to the Bank's attention.

(e) It is understood that DTC may request the delivery of Certificated Commercial Paper Notes in exchange for Book-Entry Commercial Paper Notes upon the termination of DTC's services pursuant to the Letter of Representations. Accordingly, upon such termination, the Bank is authorized to complete and deliver Certificated Commercial Paper Notes in partial or complete substitution for Book-Entry Commercial Paper Notes of the same face amount and maturity as requested by DTC for Tax Exempt Notes and Taxable Notes, as applicable. Upon the completion or delivery of any such Certificated Commercial Paper Note, the Bank shall annotate the Bank's records regarding the Master Note with respect to such Book-Entry Commercial Paper Notes to reflect a corresponding reduction in the face amount of the outstanding Book-Entry Commercial Paper Notes. The Bank's authority to so complete and deliver such Certificated Commercial Paper Notes shall be irrevocable at all times from the time a Book-Entry Commercial Paper Note is purchased until the indebtedness evidenced thereby is paid in full.

(f) If the Bank shall receive written or electronic instructions (confirmed in writing in accordance with this Agreement) from the Board not to issue or deliver Commercial Paper Notes, until revoked in writing or superseded by further written instructions from the Board, the Bank shall not issue or deliver Commercial Paper Notes, provided, however, that notwithstanding contrary instructions from the Board, the Bank shall be required to deliver Commercial Paper Notes with respect to agreements for the sale of Commercial Paper Notes concluded by an Authorized Representative or Dealer Representative prior to receipt by the Authorized Representative or Dealer Representative of notice of such instructions from the Board, which the Authorized Representative or Dealer Representative shall be required to confirm to the Bank in writing prior to the Bank's delivery of the Commercial Paper Notes. For purposes of the preceding provision, the Bank may rely on written notice given or delivered to the Bank by an Authorized Representative or Dealer Representative as to whether any particular Commercial Paper Notes are to be issued in respect of such agreements concluded by such Authorized Representative or Dealer Representative, and the Bank shall have no obligation to make any other or further investigation.

6. <u>Proceeds of Sale of the Commercial Paper Notes.</u> For the purposes of this Agreement, the Bank has established an account designated as the "Board of Regents of Texas Tech University System Commercial Paper Note Payment Fund" (the "*Note Account"*). On each day on which a Dealer or its agent receives Commercial Paper Notes (whether through the facilities of DTC in the manner set forth in the Letter of Representations or by delivery in accordance with the provisions of this Agreement), all proceeds received by the Bank in connection with such sale shall be credited in immediately available funds to the Note Account. From time to time upon written instructions received by the Bank from an Authorized Representative, the Bank agrees to transfer immediately available funds from the Note Account to any bank or trust company in the United States for the Board's account. If the Bank chooses, in its sole discretion, to credit the Board's account before the Bank has collected funds for delivery of Commercial Paper Notes, it is understood that such credit shall be an advance to the Board to be promptly repaid to the Bank from the proceeds of sale of Commercial Paper Notes. If any such advance is not repaid on the day it is used, the Board shall repay such advance on the next business day together with interest thereon at the rate charged by the Bank for such advance (which rate shall be no less than the "*Prime Rate"*); provided that in no event shall such rate exceed the maximum rate allowable by

law to be imposed on the Board. As used in this Agreement, "Prime Rate" means the rate of per annum interest which U.S. Bank Trust Company, National Association ("USBNA") announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by USBNA in its sole discretion and is not necessarily the lowest rate of interest offered by USBNA to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time.

7. Payment of Matured Commercial Paper Notes.

(a) By 1:00 p.m., New York, New York time, on the date that any Commercial Paper Notes are scheduled to mature, the Board shall ensure that there shall have been transferred to the Bank for deposit in the Note Account immediately available funds at least equal to the amount of Commercial Paper Notes maturing on such date. When any matured Commercial Paper Note is presented to the Bank for payment by the holder thereof (which may, in the case of Book-Entry Commercial Paper Notes, be DTC or a nominee of DTC), payment shall be made from and charged to the Note Account to the extent funds are available in said account.

(b) Each Commercial Paper Note presented to the Bank for payment at or prior to 2:15 p.m., New York City time, on any Business Day at or after the maturity date of such Commercial Paper Note shall be paid by the Bank on the same day as such presentation (or if presented after 2:15 p.m., New York, New York time on any such Business Day, then on the next succeeding Business Day) to the extent funds are available in the Note Account.

8. Representations and Warranties of the Board. The Board hereby warrants and represents to the Bank, each request to issue Commercial Paper Notes shall constitute the Board's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to the Bank pursuant to this Agreement will be, duly authorized, executed and delivered by the Board. The Bank's appointment to act for the Board hereunder is duly authorized by the Board.

(b) The issuance and delivery of the Commercial Paper Notes will not violate any state or federal law and the Commercial Paper Notes do not require registration under the Securities Act of 1933, as amended.

(c) This Agreement constitutes, and the Commercial Paper Notes, when completed, countersigned, and delivered pursuant hereto, will constitute, the Board's legal, valid, and binding obligations enforceable against the Board in accordance with their terms, except as such enforceability may be limited by laws applicable to the Board relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity which permit the exercise of judicial discretion.

(d) The Texas Tech University System is a duly organized and validly existing agency of the State of Texas, and the Board is the duly appointed governing body thereof.

(e) The Board has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(f) The Board has taken all actions which are required for the authorization of the issuance of the Commercial Paper Notes, and for the authorization, execution, delivery and performance of this Agreement, and such actions do not require the approval or consent of any holder or trustee of any indebtedness or obligations of the Board.

(g) The issuance of Commercial Paper Notes by the Board (i) does not contravene any provision of any governmental law, regulation or rule applicable to the Board, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon the Board.

(h) Each instruction given to the Bank in accordance with Section 5 hereof shall constitute a representation and warranty by the Board that the issuance and delivery of such Commercial Paper Note(s) have been duly and validly authorized by the Board.

9. Reliance on Instructions. Except as otherwise set forth herein, the Bank shall incur no liability to the Board in acting hereunder upon telephonic or other instructions contemplated hereby which the Bank reasonably believed in good faith to have been given by an Authorized Representative or a Dealer Representative, as the case may be. In the event a discrepancy exists with respect to such instructions, the telephonic instructions as understood by the Bank will be deemed the controlling and proper instructions, unless such instructions are required by this Agreement to be in writing.

10. Cancellation of Commercial Paper Notes. Upon payment by the Bank of Certificated Commercial Paper Note(s) presented for payment, the Bank shall mark such Certificated Commercial Paper Note(s) as paid and (i) in due course cancel Certificated Commercial Paper Note(s) presented for payment and from time to time return such canceled Certificated Commercial Paper Notes to the Board, or (ii) destroy such Certificated Commercial Paper Notes(s) and deliver to the Board from time to time a destruction certificate identifying all Certificated Commercial Paper Notes destroyed since the issuance of the prior destruction certificate. After payment of any matured Book-Entry Commercial Paper Notes, the Bank shall annotate the Bank's records to reflect the face amount of Book-Entry Commercial Paper Notes outstanding in accordance with the Letter of Representations. Promptly upon the written request of the Board, the Bank agrees to cancel and return to the Board all unissued Certificated Commercial Paper Notes in the Bank's possession at the time of such request.

11. Notices; Addresses.

(a) All communications to the Bank by or on behalf of the Board or a Dealer, by writing or telephone, and which relates to the completion, delivery or payment of the Commercial Paper Note(s), are to be directed to Commercial Paper Operations at the address indicated in Section 11(b) below.

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing (which may be by facsimile) and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the

party sending such notice:

If to the Board: Board of Regents of Texas Tech University System
1508 Knoxville Avenue
Lubbock, Texas 79409
Attention: Vice Chancellor and Chief Financial Officer
Telephone No.: (806) 742-9000
Email: james.mauldin@ttu.edu

If to the Bank: U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, New York 10005
Attention: Commercial Paper Operations
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

(c) In any case where it is provided in this Agreement that a copy of any instruction, demand or other notice is to be delivered to a Dealer, such copy shall be delivered to the appropriate Dealer, with all applicable Dealers provided for convenience, at the addresses set forth below by the same means as the original thereof shall have been given, provided that the failure of such copy to be given to any Dealer shall not invalidate or adversely affect the original thereof:

BofA Securities, Inc.
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

J.P. Morgan Securities LLC
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

Morgan Stanley & Co. LLC
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

Siebert Williams Shank & Co., LLC
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

Notices shall be deemed delivered when received at the address specified above. For purposes of this Section 11, "when received" shall mean actual receipt (i) of an electronic communication by email or issuance system specified in or pursuant to this Agreement; or (ii) of

an oral communication by any person answering the telephone at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered at the office specified in or pursuant to this Agreement.

12. Liability. Neither the Bank nor the Bank's agents shall be liable for any act or omission hereunder, except in the case of negligence or willful misconduct as described in Section 13 herein. The Bank's duties and obligations shall be determined by the express provisions of this Agreement, and the Letter of Representations (including the documents referred to therein), and the Bank and the Bank's agents shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied covenants shall be read into any such document against the Bank or the Bank's agents. Neither the Bank nor the Bank's agents shall be required to ascertain whether any issuance or sale of Commercial Paper Note(s) (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the Board is a party (whether or not the Bank or any such agent is a party to such other agreement).

13. Indemnity. To the extent permitted by Texas law, the Board agrees to indemnify and hold the Bank, the Bank's employees and any and all of the Bank's officers and agents harmless from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs and expenses of any nature (including, without limitation, attorneys' fees and expenses) arising out of or resulting from this Agreement or the transactions or activities contemplated hereby or the exercise of the Bank's rights and/or the performance of the Bank's duties (or those of the Bank's agents and employees) hereunder; provided, however that the Board shall not be liable to indemnify or pay the Bank or any of the Bank's officers or employees with respect to any loss, liability, action, suit, judgment, demand, damage, cost or expense that results from or is attributable to the Bank's negligence or willful misconduct or that of the Bank's officers or employees. The foregoing indemnity includes, but is not limited to, (a) any action taken or omitted to be taken by the Bank or any of the Bank's officers or employees upon written or electronically transmitted instructions (authorized herein) received by the Bank from, or believed by the Bank in good faith to have been given by, the proper person or persons, (b) the Bank's improperly executing or failing to execute any instruction because of unclear instructions, failure of communications media or any other circumstances beyond the Bank's control, and (c) the actions or inactions of DTC. The provisions of this Section 13 shall survive (i) the Bank's resignation or removal hereunder and (ii) the termination of this Agreement. In no event shall the Bank be liable for special, indirect or consequential damages.

14. Termination.

(a) This Agreement may be terminated at any time by either the Bank or the Board by 15 days' prior written notice to the other, provided that the Bank agrees to continue acting as issuing and paying agent hereunder until such time as the Bank's successor has been selected and has entered into an agreement with the Board to that effect. Such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

(b) If no successor has been appointed within 60 days, then the Bank have the right to petition a court of competent jurisdiction for the appointment of a successor issuing and paying agent thereunder. The Bank shall be reimbursed for any and all expenses in connection with any such petition and appointment.

(c) On the Business Day following the date of termination of this Agreement, the Bank shall destroy all Certificated Commercial Paper Notes in the Bank's possession and shall transfer to the Board all funds, if any, then on deposit in the Note Account. The Bank shall promptly notify the Board of all Certificated Commercial Paper Notes so destroyed.

15. Amendments and Modifications. No amendment, modification, or waiver of any provision of this Agreement, nor any consent to any departure by any party from any provision hereof binding upon such party, shall be effective unless the same shall be in writing and signed by a11 the parties hereto .

16. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, including successors by merger, and assigns; provided, however, that no party hereto may assign any of its rights or obligations hereunder, except with the prior written consent of all the other parties hereto.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts; each counterpart, when so executed and delivered, shall be deemed to be an original; and a11 of which counterparts, taken together, shall constitute one and the same agreement.

19. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

20. Compensation and Expenses. The Board shall pay the Bank from time to time following the execution of this Agreement reasonable compensation for all services rendered by the Bank hereunder as agreed between the Bank and the Board. The Board shall reimburse the Bank upon the Bank's request for all expenses, disbursements and advances incurred or made by the Bank in accordance with any provision of this Agreement (including the reasonable compensation and the expenses and disbursements of the Bank's agents and counsel) except any expense or disbursement attributable to the Bank's negligence or willful misconduct.

21. Amendment and Restatement. This Agreement shall become effective on the Effective Date and shall supersede all provisions of the Prior Agreement. From and after the Effective Date, all references made to the Prior Agreement in any instrument or document shall, without more, be deemed to refer to this Agreement.

22. State Law Verifications.

The Bank, pursuant to sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the Bank and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1. Do not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

2. Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

3. Do not boycott Israel and will not boycott Israel during the term of such Agreement. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

4. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, shall survive termination of the Agreement until the statute of limitations has run.

23. <u>Miscellaneous.</u>

(a) No implied covenants or obligations of or against the Bank are to read into this Agreement or any other agreement. No provision of this Agreement shall require the Bank to risk the Bank's own funds or otherwise incur any financial liability in the performance of any of the Bank's duties hereunder or in the exercise of any of the Bank's duties hereunder or in the exercise of any of the Bank's rights and powers hereunder . If the Bank makes a deposit, payment or transfer of funds before the Bank receives immediately available funds, such deposit, payment or transfer shall represent an advance by the Bank to the Board to be repaid from such funds or by the Board in the event that such funds are not promptly received by the Bank. It is intended that such advance be for no longer than 24 hours. Interest on each such unpaid advance shall be at the rate charged by the Bank for such advance (which rate shall be no less than USBNA's Prime Rate) provided that in no event shall such rate exceed the maximum rate allowable by law to be imposed on the Board. The Board shall ensure the prompt reimbursement to the Bank of any such advance (including the interest thereon).

(b) The Bank may consult with counsel, and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by the Bank, in the absence of bad faith, negligence or willful misconduct on the Bank's part, in reliance on such advice or opinion.

(c) The Bank makes no representation as to, and shall have no responsibility for, the

correctness of any statement contained in, or the validity or sufficiency of, this Agreement or any documents or instruments referred to in this Agreement or as to or for the validity or collectability of any obligation contemplated by this Agreement. The Bank shall not be accountable for the use or application by any person of disbursements properly made by the Bank in conformity with the provisions of this Agreement.

(d) The Bank may rely and shall be protected in acting upon any document or writing presented to the Bank hereunder and in good faith believed by the Bank to be genuine and to have been signed and presented by an authorized person or persons.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____
Authorized Representative

Name: _____

Title: _____

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF DEALER AGREEMENT

COMMERCIAL PAPER DEALER AGREEMENT

Between

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

and

[DEALER]

Dated _____, 2026

Relating to

Board of Regents of Texas Tech University System Revenue Financing System

Tax Exempt and Taxable Commercial Paper Notes, Series A

COMMERCIAL PAPER DEALER AGREEMENT

_____, 2026

[Dealer]
[Dealer Address]
Attention: _____

Re: Board of Regents of Texas Tech University System Revenue Financing System Tax Exempt and Taxable Commercial Paper Notes, Series A

Ladies and Gentlemen:

This letter agreement (this "Agreement") sets forth our understanding of the basis on which _____, as dealer ("Dealer"), proposes to work with the Board of Regents of Texas Tech University System (the "Board"), the governing body of the Texas Tech University System (the "System"), in connection with the issuance and sale by the Board of its above captioned commercial paper notes (the "Notes"). The Note Resolution (as defined herein) provides for the appointment of one or more commercial paper dealers to perform certain duties, including the offering and sale from time-to-time of the Notes on behalf of the Board.

The Board has requested Dealer to act as commercial paper dealer in connection with the sale of the Notes in the public debt markets, and Dealer has indicated its willingness to act in such capacity on the terms and conditions contained herein. The Dealer's obligation to offer and sell the Notes on the terms and conditions contained herein shall be on a best efforts basis. It is understood and agreed that the Dealer shall not be obligated to advance its own funds to purchase, or to effect the purchase of, any Notes. The Dealer may purchase Notes as described in Section 17 hereof. The Notes will be represented by either individual note certificates ("Certificated Notes") or master notes of the Board substantially in the forms appended as Exhibit B to the Board's Amended and Restated Fifth Supplemental Resolution to the Master Resolution, originally adopted on August 8, 2008, amended and restated on January 14, 2009, and as further amended by a First Amendment thereto dated November 11, 2026, and as may be subsequently amended (collectively, the "Note Resolution"). Notes represented by a master note shall be referred to herein as "Book-Entry Notes". The Notes are to be issued pursuant to an Amended and Restated Issuing and Paying Agent Agreement, dated _____, 2026 (the "Issuing and Paying Agent Agreement"), between the Board and U.S. Bank Trust Company, National Association (the "Issuing Agent"). Terms used herein and not otherwise defined shall have the meaning given in the Note Resolution.

1. The Notes are not currently supported by a line or letter of credit with an independent financial institution. The Board will notify Dealer and the holders of outstanding Notes prior to entering into a CP Credit Agreement to provide the Board with liquidity with regard to its obligations under the Notes. In addition, no such liquidity facility will be entered into with respect to or supporting then outstanding Notes. In the event a CP Credit Agreement is entered

into with respect to the Notes, the Board will notify Dealer and the holders of outstanding Notes prior to substituting a new CP Credit Agreement or terminating the then existing CP Credit Agreement.

2. [Reserved.]

3. The Notes have been rated ___, ___ and ___ by [Standard and Poor's Rating Service, a Standard and Poor's Financial Services LLC business], [Moody's Investors Service Inc.] and [Fitch, Inc.], respectively. Prior to the initial purchase or placement by Dealer of Notes hereunder, Dealer shall have received such legal opinions and certifications as Dealer may reasonably require.

4. The Dealer shall act as the Board's non-exclusive agent with respect to the offering and sale of the Notes. The Dealer acknowledges that the Board may enter into agreements with other Dealers in connection with the offering and sale of the Notes on behalf of the Board as set forth in the Note Resolution. A System Representative shall notify the Dealer, in writing with a copy to the Issuing Agent, of the principal amount of Notes allocated to the Dealer. This allocation may be changed by a System Representative from time to time with written notice to the Dealer and the Issuing Agent.

5. The Notes will be issued by the Board pursuant to the Note Resolution and the laws of the State of Texas, particularly Chapter 55, Texas Education Code and Chapter 1371, Texas Government Code. The Notes will have a maturity at the time of issuance of not more than 270 days not later than the Maximum Maturity Date and will not contain any provision for automatic "rollover". In addition, the Notes will be issued in an aggregate principal amount not to exceed at any one time outstanding the amount then allowed by the Note Resolution and shall be issued in principal amounts of $100,000 or in integral multiples of $1,000 in excess thereof and will bear such interest rates (if interest bearing), as shall mutually be agreed to by a System Representative and Dealer at the time of each proposed purchase or placement as provided in the Note Resolution.

6. (a) On the date of a proposed issuance of Notes, a designated representative of Dealer, acting on behalf of Dealer, shall communicate with a System Representative as to the principal amounts, maturities and denominations and the applicable interest rates at which Notes are to be issued, as deemed necessary by a System Representative.

(b) All transactions in Notes between the Dealer and the Board shall be in accordance with the Note Resolution, the Issuing and Paying Agent Agreement, this Agreement, and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Note Resolution. As early as possible, but not later than [8:00 a.m.] (New York City time) on the day on which any Notes are maturing, the Dealer shall use reasonable commercial efforts to notify the Board of the difference, if any, between the amount of maturing Notes and the amount of Notes which the Dealer has arranged to sell or believes will be sold on that day. As early as possible on the day on which any Notes are to be issued, the Dealer shall notify the Board of the proposed final maturities, prices and interest rates (which interest rates shall not exceed the Maximum Interest Rate) at which the Dealer will cause the purchase of

the Notes, and provide the Board with any other information as required for delivery of such Notes. Except as described below, the Dealer shall not be obligated to purchase or cause the purchase of any Notes unless and until agreement has been reached in each case on the foregoing points and the Dealer has agreed to such purchase. Not later than [12:30 p.m.] (New York City time) on the date of each transaction the Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the Board and the Issuing Agent of the difference, if any, between the amount of maturing Notes and the amount of Notes which the Dealer has arranged to sell or has agreed to purchase. Such confirmations and notifications shall be transmitted electronically by email to the Board (using the email addresses set forth in Section 12) and the Issuing Agent.

(c) When agreement is reached on the foregoing, (i) if the Notes are evidenced by Certificated Notes, the Board will instruct the Issuing Agent or another issuing agent designated by the Board in a written notice to Dealer to deliver executed and countersigned Certificated Notes to [Dealer], [Dealer Address], Attention: _____, or such other address as provided to the Board by Dealer prior to [12:30 p.m.], New York City time, on the date of issuance and (ii) if the Notes are to be Book-Entry Notes, the issuance of and payment for such Notes will be governed by letter agreements between the Board and The Depository Trust Company, and Dealer covenants to comply with such provisions.

(d) Following Dealer's receipt of duly and properly completed Certificated Notes (when certificated Notes are to be used), Dealer or its agent will transfer by the close of business on such day immediately available funds to the Issuing Agent or to such other bank as may be designated in writing by the Board to Dealer in an amount equal to the proceeds of the Certificated Notes.

7. The Board understands that, in connection with the sale of the Notes, one or more of the following relating to the Board may be prepared: (i) a commercial paper offering memorandum, (ii) annual information reports, (iii) interim information reports and (iv) other reports or offering materials (all of the foregoing, including information expressly incorporated by reference therein, being hereinafter called the "Offering Materials"), which may be distributed to account executives of Dealer, as well as to purchasers and prospective purchasers of the Notes. To provide a basis for the preparation of the Offering Materials and to assist Dealer's normal credit review procedures, the Board shall provide Dealer (a) annual financial statements within 120 days of the end of each of its fiscal years, and (b) with any reports provided to any rating agency and any information generally supplied in writing to security analysts that are materially adverse to the holders.

8. (a) Dealer agrees to only use Offering Materials approved by the Board prior to the use thereof in offering the Notes, and the Board consents to the use of such Offering Materials by the Dealer for purposes of offering and selling the Notes. No other written information, circulars or statements will be distributed by Dealer. All costs incurred in connection with the preparation of such Offering Materials shall be borne by the Board. If, at any time during the term of this Agreement, any event occurs or circumstances exist as a result of which any then current Offering Materials would include a materially untrue statement or material omission, the Board will promptly notify Dealer and provide to Dealer revised information that corrects such untrue statement or omission. The Board agrees that the obligations of the Dealer under this Agreement

are conditioned upon Dealer being able to provide such Offering Materials to purchasers or potential purchasers as Dealer in its reasonable judgment deems appropriate.

(b) The Board will use the proceeds of Notes for authorized purposes as described in the Note Resolution.

(c) The Board covenants to take all actions as are necessary in the opinion of Bond Counsel to maintain the exclusion from gross income of interest on the Tax Exempt Notes for Federal income tax purposes.

9. The Board represents that (i) the System is an institution of higher education operating under the laws of the State of Texas, (ii) it has taken all necessary action and has full power (A) to enter into this Agreement, the Issuing and Paying Agent Agreement and all other agreements applicable to the issuance of the Notes and (B) to issue and deliver the Notes and to carry out its obligation thereunder and hereunder and (iii) the Notes when issued will constitute the legal, valid and binding obligations of the Board and shall be enforceable in accordance with their terms.

10. Each sale of Notes by the Board hereunder shall be deemed to be a representation by it that:

(i) the representations, warranties and covenants of the Board contained in this Agreement are true and correct on and as of the date of such sale;

(ii) no event has occurred and is continuing, or would result from such sale, which constitutes or would constitute an event of default, or which would constitute an event of default but for the requirement that notice be given or time elapse or both, under any of the Board's indebtedness secured with the Pledged Revenues of the Board; and

(iii) there has been no material adverse change in the financial condition or operations of the System or with respect to Pledged Revenues since the date of the most recent Offering Materials, which has not been disclosed to Dealer in writing.

11. [This Agreement supersedes and replaces in all respects the prior dealer agreement between Dealer and the System with respect to the Notes, including all amendments and supplements thereto, and such prior dealer agreement shall be considered terminated as of the date hereof and shall no longer be in effect.]

12. All notices required or permitted under the terms and provisions hereof shall be in writing (which shall include electronic transmission) and shall, unless otherwise provided herein, be effective when received at the address specified below or at such other address as shall be specified in a notice furnished hereunder.

The Dealer:

_____
_____
_____
Attention: _____
Telephone: _____
E-Mail: _____

The University System:

Board of Regents of Texas Tech University System
1508 Knoxville Avenue
Lubbock, Texas 79409
Telephone No.: (806) 742-9000
Attention: James Mauldin, Vice Chancellor and CFO
E-Mail: James.Mauldin@ttu.edu

The Issuing and Paying Agent:

U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, New York 10005
Attention: Commercial Paper Operations
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

13. This Agreement is to be delivered and performed, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Texas.

14. Dealer is responsible for any fees and expenses of any outside counsel utilized by Dealer in connection with the execution and delivery of this Agreement.

15. For the services to be performed by Dealer under this Agreement, the Board agrees to pay a fee calculated in the manner set forth in Exhibit A to this Agreement. Such fee may be amended from time to time upon the mutual agreement of a System Representative and the representative of Dealer.

16. This Agreement may be terminated by either party, at any time upon thirty (30) days' notice to such effect to the other party. Any such termination, however, shall not affect the obligation of the Board under Sections 9, 10 or 15 hereof or the rights or responsibilities of the parties arising prior to the termination of this Agreement.

17. [_____], in its individual capacity and not in its capacity as a dealer for the Notes ("[_____]"), may in good faith buy, sell, own, hold and deal in any of the Notes, including, without limitation, any Notes offered and sold by the Dealer pursuant to this Agreement,

and may join in any action which any owner of the Notes may be entitled to take with like effect as if it did not act in any capacity hereunder. [_____] may sell any of such Notes at prices above or below par, at any time. [_____], either as principal or agent, may also engage in or be interested in any financial or other transaction with the Board and may act as depository, trustee, or agent for any committee or body of owners of the Notes or other obligations of the Board as freely as if it did not act in any capacity hereunder.

18. The Board acknowledges and agrees that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions between the Board and [_____] in which [_____] is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Board; (ii) [_____] has financial and other interests that differ from those of the Board and has not assumed any advisory or fiduciary responsibility to the Board with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether [_____] or its affiliates have provided other services or is currently providing other services to the Board on other matters); (iii) the only obligations [_____] has to the Board with respect to the transactions contemplated hereby are expressly set forth in this Agreement; and (iv) the Board has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

19. The Dealer represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Dealer is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

20. The Dealer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dealer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

The Dealer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dealer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the

term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

If the foregoing is in accordance with your understanding of this Agreement, please sign and return to us a counterpart hereof, whereupon this letter agreement along with all counterparts will become a binding agreement between us in accordance with its terms.

Very truly yours,

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____

Name: James Mauldin

Title: Vice Chancellor and Chief Financial Officer

Accepted and agreed to this _____.

[Dealer]

By: _____
Authorized Signatory

Exhibit A

Dealer Fee	[__] basis points per annum based on the actual principal amount of Notes outstanding that are allocated to Dealer by the Board in accordance with Section 4 of this Agreement.

ATTACHMENT 2
(Finance item 2)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
TEXAS TECH UNIVERSITY SYSTEM §

I, the undersigned officer of said Board, hereby certifies as follows:

1. That the Board of Regents of Texas Tech University System convened in REGULAR MEETING ON THE 11TH DAY OF NOVEMBER 2026, in accordance with applicable law, and the roll was called of the duly constituted officers and members of said Board, to wit:

Cody Campbell	)	Chairman
Dustin R. Womble	)	Vice Chairman
Arcilia Acosta	)	
Clay Cash	)	
Tim Culp	)	
Shelley Sweatt	)	
Doug McReaken	)	
Don Sinclair	)	
Rachel McLelland	)	Student Regent

and all of said persons were present, except for the following absentees: _____ thus constituting a quorum. Whereupon, among other business, a written resolution

TWENTY-SECOND SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM EXTENDABLE COMMERCIAL PAPER PROGRAM; AUTHORIZING THE ISSUANCE OF TAX-EXEMPT AND TAXABLE COMMERCIAL PAPER NOTES; AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

was duly introduced for the consideration of said Board of Regents. It was then duly moved and seconded that said Resolution be adopted; and said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that such Resolution has been duly recorded in the Board's minutes of such Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that such Resolution would be introduced and considered for adoption at such Meeting; that such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Resolution has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED this ____ day of _____, 2026.

_____
Secretary, Board of Regents

(SEAL)

Adopted:

TWENTY-SECOND SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM EXTENDABLE COMMERCIAL PAPER PROGRAM; AUTHORIZING THE ISSUANCE OF TAX-EXEMPT AND TAXABLE COMMERCIAL PAPER NOTES; AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

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TWENTY-SECOND SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION ESTABLISHING THE TEXAS TECH UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM EXTENDABLE COMMERCIAL PAPER PROGRAM; AUTHORIZING THE ISSUANCE OF TAX-EXEMPT AND TAXABLE COMMERCIAL PAPER NOTES; AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

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

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

WHEREAS, the Master Resolution establishes the Revenue Financing System comprised of each institution and agency currently in the Texas Tech University System, and pledges the Pledged Revenues attributable to each participant of the Revenue Financing System to the payment of Parity Obligations to be outstanding under the Master Resolution; and

WHEREAS, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements in a manner consistent with State law; and

WHEREAS, the Board has previously adopted the First through Twenty-First Supplemental Resolutions to the Master Resolution authorizing Parity Obligations thereunder and other permitted changes to the Master Resolution; and

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

WHEREAS, the Board deems it necessary and desirable to authorize a series of Commercial Paper Notes (as defined herein), and provide for the issuance of this series of Commercial Paper Notes without requiring the System to provide liquidity, either from internal or external sources, in support of the payment of the Commercial Paper Notes herein authorized; and

WHEREAS, the Commercial Paper Notes authorized to be issued by this Twenty-Second Supplement are to be issued and delivered pursuant to Chapter 55, Texas Education Code, Chapter 1371, Texas Government Code, and other applicable laws; and

WHEREAS, the Board intends to ultimately refinance the Commercial Paper Notes as applicable with refunding bonds issued as Parity Obligations under Chapter 1207, Texas

Government Code, as amended, and therefore (in accordance with Section 1371.057(c) of Chapter 1371, Texas Government Code, as amended) the Board will treat the Commercial Paper Notes as having the intended term and payment schedule of such refunding bonds, as determined by an Authorized Representative (as defined herein).

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.01. **Definitions.** In addition to the definitions set forth in the preamble of this Twenty-Second Supplement, the terms used in this Twenty-Second Supplement and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit A to this Twenty-Second Supplement attached hereto and made a part hereof.

Section 1.02. **Construction of Terms.** If appropriate in the context of this Twenty-Second Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Twenty-Second Supplement as a whole and not to any particular Section or other subdivision. References to any named person mean that party and its successors and assigns. References to time shall be to prevailing time in New York, New York. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Twenty-Second Supplement is adopted by the Board and any future amendments thereto or successor provisions thereof. This Twenty-Second Supplement shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

ARTICLE II
AUTHORIZATION OF COMMERCIAL PAPER NOTES

Section 2.01. **General Authorization**. (a) *Maximum Principal Amount*. Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed $200,000,000 at any one time Outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew, or refund Commercial Paper Notes, Prior Encumbered Obligations, and Parity Obligations, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein. For purposes of this Section 2.01, any portion of Outstanding Commercial Paper Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Parity Obligations or other obligations of the Board issued on the day of calculation shall not be considered Outstanding. The authority to issue Commercial Paper Notes from time to time under the provisions of this Twenty-Second Supplement shall exist until the Maximum Maturity Date, regardless of whether at any time prior to the Maximum Maturity Date there are any Commercial Paper Notes Outstanding. Anything to

the contrary herein notwithstanding, Commercial Paper Notes may only be issued to refinance or refund Prior Encumbered Obligations or Parity Obligations (other than Commercial Paper Notes) to effect a gross defeasance thereof in accordance with the provisions of Chapter 1207, Texas Government Code, if such Prior Encumbered Obligations or Parity Obligations (other than Commercial Paper Notes) were issued as "obligations" under Chapter 1371, Texas Government Code, and the Board has previously approved such refinancing or refunding. Proceeds so received for such purpose shall be invested and secured in accordance with applicable law, including, without limitation, the provisions of Chapter 1207, Texas Government Code.

(b) *Issuance of Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes*. Commercial Paper Notes may be issued as Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes.

Section 2.02. **Commercial Paper Notes**. (a) *Tax-Exempt Commercial Paper Notes*. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Tax-Exempt Commercial Paper Notes to be designated "**Board of Regents of Texas Tech University System Revenue Financing System Commercial Paper Notes, Tax-Exempt Series B**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of $100,000 or in integral multiples of $1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided that, (a) the Original Maturity Date for each Tax-Exempt Commercial Paper Note shall be not less than 1 day nor greater than the Maximum Original Maturity Days from its Issue Date and (b) the Extended Maturity Date for each Tax-Exempt Commercial Paper Note shall not be greater than 270 calendar days from its Issue Date.

(b) *Taxable Commercial Paper Notes*. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Taxable Commercial Paper Notes to be designated "**Board of Regents of Texas Tech University System Revenue Financing System Commercial Paper Notes, Taxable Series B**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of $100,000 or in integral multiples of $1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided that, (a) the Original Maturity Date for each Taxable Commercial Paper Note shall be not less than 1 day nor greater than the Maximum Original Maturity Days from its Issue Date and (b) the Extended Maturity Date for each Taxable Commercial Paper Note shall not be greater than 270 calendar days from its Issue Date.

(c) *General*. Subject to the limitations contained herein, Commercial Paper Notes herein authorized shall be dated as of their date of issuance (the "Note Date") and shall bear no interest or bear interest at such rate or rates per annum computed, with respect to the Tax-Exempt Commercial Paper Notes, on the basis of actual days elapsed and on a 365-day or 366-day (as applicable) year (but in no event to exceed the Maximum Interest Rate) and, with respect to the Taxable Commercial Paper Notes, on the basis of actual days elapsed and on a 360-day year (but

in no event to exceed the Maximum Interest Rate), as may be determined by an Authorized Representative. The Commercial Paper Notes shall bear interest from the Note Date until the Original Maturity Date at the Original Rate. Interest, if any, on Commercial Paper Notes shall be payable on any Original Maturity Date. The foregoing notwithstanding, on any Original Maturity Date, if the Authorized Representative exercises the option to extend the Original Maturity Date to an Extended Maturity Date, the Commercial Paper Notes will bear interest from the Original Maturity Date to the Extended Maturity Date at the Extended Rate. If the Authorized Representative exercises the option in accordance with this Twenty-Second Supplement to extend the Original Maturity Date of any Commercial Paper Note to an Extended Maturity Date, the accrued but unpaid interest on the Commercial Paper Note, but not the principal of the Commercial Paper Note, shall be paid on its Original Maturity Date. The Extended Rate will be determined by the Issuing and Paying Agent based on the Prevailing Ratings available as of 11:00 a.m. on the Original Maturity Date and on each Thursday thereafter until the Extended Maturity Date or the date fixed for redemption of such Commercial Paper Notes, and will apply from that Thursday through the following Wednesday, the Extended Maturity Date, or the date fixed for redemption of such Commercial Paper Notes, as the case may be. If the Original Maturity Date is before the 15th day of the month, interest shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter, and on the Extended Maturity Date for this Commercial Paper Note or the date fixed for redemption of such Commercial Paper Notes, as the case may be.

Commercial Paper Notes may be payable to bearer or may be issued in registered form, without coupons, or may be issued in book-entry only form pursuant to Section 2.03(b) as determined by an Authorized Representative. Both principal of and interest on the Commercial Paper Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder thereof in the manner provided in the Form of Commercial Paper Notes set forth in Exhibit B to this Twenty-Second Supplement.

Commercial Paper Notes issued hereunder may contain terms and provisions for the payment, redemption or prepayment thereof prior to maturity, subject to any applicable limitations contained herein, as provided herein or otherwise as shall be determined by an Authorized Representative.

Subject to applicable terms, limitations, and procedures contained herein, the Commercial Paper Notes may be sold in such manner at public or private sale and at par or at such discount or premium (within the interest rate and yield restrictions provided herein) as an Authorized Representative shall approve at the time of the sale thereof.

(d) *Notice of Extension*. The Authorized Representative shall deliver to the Issuing and Paying Agent and the Dealer an Extension Request by no later than 11:30 a.m. on the Original Maturity Date if the option to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date is exercised. The Issuing and Paying Agent shall correspondingly notify (i) DTC by no later than 12:00 noon on the Original Maturity Date and (ii) each Rating

Agency then maintaining a rating on the Commercial Paper Notes by the close of business in New York, New York on the Original Maturity Date, that the maturity of such Commercial Paper Note is being extended to the Extended Maturity Date. Even if the requisite notices are not given, if payment of the principal of and interest on a Commercial Paper Note does not occur on the Original Maturity Date, the maturity of the Commercial Paper Note shall be extended automatically to the Extended Maturity Date. With the consent of the Issuing and Paying Agent and the Dealer, the Authorized Representative may modify the notification provisions contained in this Section 2.02(d) if deemed appropriate to conform to DTC's rules and procedures.

(e) *No Redemption Prior to Original Maturity Date*. The Commercial Paper Notes shall not be subject to redemption prior to their Original Maturity Date.

(f) *Redemption following Extension of Original Maturity Date.* In the event the Board, acting through an Authorized Representative, exercises its option to extend the maturity of any Commercial Paper Note from its Original Maturity Date to an Extended Maturity Date, any Commercial Paper Note issued in exchange therefor may be redeemed on any date after its Original Maturity Date, at the option of the Board, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, an Authorized Representative shall provide not less than one (1) nor more than twenty-five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify DTC or the Registered Owner, if not issued in book-entry form, of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

(g) *No Default.* In no event shall an extension of the Original Maturity Date constitute a default or a breach of any covenant under this Twenty-Second Supplement.

Section 2.03. **Issuing and Paying Agent and Book-Entry Only System**. (a) *Issuing and Paying Agent*. The Board covenants to maintain and provide an Issuing and Paying Agent at all times while the Commercial Paper Notes are outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any State and authorized under such laws to exercise trust powers. The initial Issuing and Paying Agent for the Commercial Paper Notes shall be U.S. Bank Trust Company, National Association, New York, New York. The Board covenants and agrees to keep and maintain the Registration Books at the corporate office of the Issuing and Paying Agent designated as the place of payment and transfers of the Commercial Paper Notes (the "Designated Trust Office"), all as provided herein and pursuant to such reasonable rules and regulations as the Issuing and Paying Agent may prescribe. Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur after the appointment of the initial Issuing and Paying Agent by the Authorized Representative, the Board agrees to promptly cause a written notice thereof to be (i) sent to each Holder of the Commercial Paper Notes then outstanding by United States mail, first class, postage prepaid and (ii) published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two calendar weeks; provided, however, that the publication of such notice shall not be required if notice is given to each Holder in accordance with clause (i) above. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

The Board and the Issuing and Paying Agent may treat the bearer (in the case of Commercial Paper Notes so registered) or the Registered Owner of any Commercial Paper Note as the absolute owner thereof for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the Board and the Issuing and Paying Agent shall not be affected by any notice or knowledge to the contrary.

(b) *Book-Entry Only System*. If an Authorized Representative determines that it is possible and desirable to provide for a book-entry only system of Commercial Paper Note registration with DTC, such Authorized Representative, acting for and on behalf of the Board, is hereby authorized to approve, execute, and deliver a Letter of Representations to DTC and to enter into such other agreements and execute such instruments as are necessary to implement such book-entry only system, such approval to be conclusively evidenced by the execution thereof by said Authorized Representative. Under the initial book-entry only system with DTC, (i) no physical Commercial Paper Note certificates will be delivered to DTC and (ii) there will be executed and delivered to the Issuing and Paying Agent, as custodian for DTC, a master note relating to the Tax-Exempt Commercial Paper Notes (the "Tax-Exempt Master Note") and a master note relating to the Taxable Commercial Paper Notes (the "Taxable Master Note" and, together with the Tax-Exempt Master Note, referred to collectively herein as the "Master Note"), respectively, in substantially the forms set forth in Exhibit C. Except as provided herein, the ownership of the Commercial Paper Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will serve as the initial securities depository for the Commercial Paper Notes. Ownership of beneficial interests in the Commercial Paper Notes shall be shown by book entry on the system maintained and operated by DTC and DTC Participants, and transfers of ownership of beneficial interests shall be made only by DTC and the DTC Participants by book entry, and the Board and the Issuing and Paying Agent shall have no responsibility therefor. DTC will be required to maintain records of the positions of the DTC Participants in the Commercial Paper Notes, and the DTC Participants and persons acting through the DTC Participants will be required to maintain records of the purchasers of beneficial interests in the Commercial Paper Notes. Except as provided in clause (i) of this Section 2.03(b), the Commercial Paper Notes shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository.

With respect to Commercial Paper Notes registered in the name of DTC or its nominee, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation to any DTC Participant or to any person on whose behalf a DTC Participant holds an interest in the Commercial Paper Notes. Without limiting the immediately preceding sentence, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the Commercial Paper Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown on the Registration Books, of any notice with respect to the Commercial Paper Notes, including any notice of redemption, and (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown in the Registration Books, of any amount with respect to principal of and premium, if any, or interest on the Commercial Paper Notes.

Whenever, during the term of the Commercial Paper Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Twenty-Second Supplement of holding, registering, delivering, exchanging, or transferring the Commercial Paper Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to holding, registering, delivering, exchanging, or transferring the book entry to produce the same effect.

Either the Board or DTC may determine to discontinue the book-entry only system and in such case, unless a new book-entry only system is put in place, physical certificates in the form set forth in Exhibit B shall be provided to the beneficial holders of the Commercial Paper Notes under the DTC book-entry only system.

If at any time, DTC ceases to hold the Commercial Paper Notes in its book-entry only system, all references herein to DTC shall be of no further force or effect.

Whenever the beneficial ownership of the Commercial Paper Notes is determined by a book entry at DTC, delivery of Commercial Paper Notes for payment at maturity shall be made pursuant to DTC's payment procedures as are in effect from time to time and the DTC Participants shall transmit payment to beneficial owners whose Commercial Paper Notes have matured. The Board and each Issuing and Paying Agent and Dealer are not responsible for transfer of payment to the DTC Participants or beneficial owners.

(c) *Resignation and Removal.* The Issuing and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Twenty-Second Supplement by giving at least sixty (60) days' written notice to the Dealer and the Board. The Issuing and Paying Agent may be removed at any time by an instrument signed by an Authorized Representative and filed with the Issuing and Paying Agent. No such resignation or removal shall become effective, however, until a successor Issuing and Paying Agent has been selected by the Board and has agreed in writing to assume the duties of the Issuing and Paying Agent hereunder.

In the event of the resignation or removal of the Issuing and Paying Agent, the Issuing and Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor. The Issuing and Paying Agent shall make any representations and warranties to the Board as may be reasonably requested by the Board in connection with any such assignment.

Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur, the Board agrees to cause a written notice thereof to be sent promptly to each Registered Owner, if any, of the Commercial Paper Notes then Outstanding by United States mail, first class, postage prepaid. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

(c) *Books and Records.* The Issuing and Paying Agent shall at all times keep or cause to be kept proper records in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Commercial Paper Notes and any funds and accounts established and maintained by the Issuing and Paying Agent pursuant to this Twenty-Second Supplement.

Such records shall be available for inspection by the Authorized Representative on each Business Day upon regular notice during reasonable business hours, and by any Registered Owner or its agent or representative duly authorized in writing at reasonable hours and under regular circumstances.

The Issuing and Paying Agent shall provide to the Authorized Representative each month, and more frequently upon written request, a report or statement of the amounts deposited in each fund and account held by it, and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts, the investments in each such fund and account, and the yield on each investment calculated in accordance with the directions of an Authorized Representative. Such report or statement shall also include or be accompanied by such information regarding the issuance of Commercial Paper Notes during the subject month as an Authorized Representative shall request.

The Issuing and Paying Agent shall maintain such books, records and accounts as may be necessary to evidence the obligations of the Board resulting from the Commercial Paper Notes, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon, and the principal and interest paid from time to time thereunder.

Section 2.04. **Form of Commercial Paper Notes**. (a) *Physical Delivery*. If not issued in book-entry only form as provided in Section 2.03(b), the Commercial Paper Notes and the Certificate of Authentication to appear on each of the Commercial Paper Notes shall be substantially in the form set forth in Exhibit B to this Twenty-Second Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Twenty-Second Supplement and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) ("CUSIP" numbers) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes and the Commercial Paper Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

(b) *Book-Entry Only System*. If the Commercial Paper Notes are issued in book-entry only form pursuant to Section 2.03(b), they shall be issued in the form of the Tax-Exempt Master Note and the Taxable Master Note, as the case may be, in substantially the form attached hereto as Exhibit C, to which there shall be attached the respective forms of Commercial Paper Notes set forth in Exhibit B; and it is hereby declared that the applicable form of Commercial Paper Note as set forth in Exhibit B are incorporated into and shall be a part of the applicable Master Note. It is further provided that this Twenty-Second Supplement, the Master Resolution, and the forms of Commercial Paper Notes set forth in Exhibit B shall constitute the "Underlining Records" referred to in the Master Notes.

Section 2.05. **Execution - Authentication**. Under authority granted by Section 1371.055, Texas Government Code, the Commercial Paper Notes shall be executed on behalf of

the Board by the Chair of the Board, under the System seal reproduced or impressed thereon, and attested by the Secretary of the Board. The signature of said officers on the Commercial Paper Notes may be manual or facsimile. Notwithstanding the other provisions of this Section 2.05, each Master Note shall be executed on behalf of the Board by the manual signature of the Chair of the Board. Commercial Paper Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Board on the date of such execution shall be deemed to be duly executed on behalf of the Board, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Commercial Paper Notes authorized to be issued hereunder and with respect to Commercial Paper Notes delivered in subsequent sales, exchanges, and transfers, all as authorized and provided in Chapter 1201, Texas Government Code.

Other than pursuant to Section 2.03(b), no Commercial Paper Note shall be entitled to any right or benefit under this Twenty-Second Supplement, or be valid or obligatory for any purpose, unless there appears on such Commercial Paper Note a certificate of authentication substantially in the form provided in Exhibit B to this Twenty-Second Supplement, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Commercial Paper Note shall be conclusive evidence, and the only evidence, that such Commercial Paper Note has been duly certified or registered and delivered.

Section 2.06. **Commercial Paper Notes Mutilated, Lost, Destroyed, or Stolen**. If any Commercial Paper Note shall become mutilated, the Board, at the expense of the Holder thereof, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor and number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Board and the Issuing and Paying Agent. If such evidence is satisfactory to them and indemnity satisfactory to them shall be given, the Board, at the expense of the Holder, shall execute and the Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor in lieu of and in substitution for the Commercial Paper Note so lost, destroyed, or stolen. In the event any such Commercial Paper Note shall have matured, the Issuing and Paying Agent instead of issuing a duplicate Commercial Paper Note may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the Board nor the Issuing and Paying Agent shall be required to treat both the original Commercial Paper Note and any duplicate Commercial Paper Note as being outstanding for the purpose of determining the principal amount of Commercial Paper Notes which may be issued hereunder, but both the original and the duplicate Commercial Paper Note shall be treated as one and the same. The Board and the Issuing and Paying Agent may charge the Holder of such Commercial Paper Note with their reasonable fees and expenses for such service.

Section 2.07. **Negotiability, Registration, and Exchangeability**. The Commercial Paper Notes shall be, and shall have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

Registration Books relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes shall at all times be kept and maintained by the Board at the Designated Trust Office of the Issuing and Paying Agent, and the Issuing and Paying Agent shall obtain, record, and maintain in the Registration Books the name, and to the extent provided by or on behalf of the Holder, the address of each Holder of the Commercial Paper Notes, except for Commercial Paper Notes registered to bearer. A copy of the Registration Books shall be provided to and held by the Board. Any Commercial Paper Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Commercial Paper Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Commercial Paper Note to the Issuing and Paying Agent for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Commercial Paper Note at the designated office of the Registrar, the Issuing and Paying Agent shall register and deliver, in the name of the designated transferee or transferees, one or more new Commercial Paper Notes executed on behalf of, and furnished by, the Board of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and of a like aggregate principal amount as the Commercial Paper Note or Commercial Paper Notes surrendered for transfer.

Furthermore, Commercial Paper Notes may be exchanged for other Commercial Paper Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Commercial Paper Notes surrendered for exchange, upon surrender of the Commercial Paper Notes to be exchanged at the designated office of the Registrar. Whenever any Commercial Paper Notes are so surrendered for exchange, the Issuing and Paying Agent shall register and deliver new Commercial Paper Notes of like tenor and character as the Commercial Paper Notes exchanged, executed on behalf of and furnished by, the Board to the Holder requesting the exchange.

The Board and the Issuing and Paying Agent may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Issuing and Paying Agent or the Board may also require payment from the Holder of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Commercial Paper Note shall be delivered.

The Board and the Issuing and Paying Agent shall not be required to transfer or exchange any Commercial Paper Note selected, called, or being called for redemption in whole or in part.

New Commercial Paper Notes delivered upon any transfer or exchange shall be valid special obligations of the Board, evidencing the same debt as the Commercial Paper Notes surrendered, shall be secured by this Twenty-Second Supplement and shall be entitled to all of the security and benefits hereof to the same extent as the Commercial Paper Notes surrendered.

The foregoing notwithstanding, by acceptance of a Commercial Paper Note, the Holder agrees that, should the maturity of such Commercial Paper Note be extended from the Original Maturity Date to an Extended Maturity Date pursuant to Section 2.02(d), on the Original Maturity Date the Holder shall surrender such Commercial Paper Note to the Issuing and Paying Agent in exchange for a new Commercial Paper Note of like tenor and character as the ECP Bond surrendered but having the Extended Maturity Date.

The Board reserves the right to change the above registration and transferability provisions of the Commercial Paper Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof. In addition, to the extent that the provisions of this Section conflict with or are inconsistent with the provisions of the Form of Commercial Paper Note set forth in Exhibit B, such other provisions shall control. The Board further reserves the right to change the registration and transferability provisions to implement a book-entry only registration system with a securities depository.

Section 2.08. **Note Payment Fund.** There shall be created a fund at the Issuing and Paying Agent entitled the "Texas Tech University System Revenue Financing System Commercial Paper Note Payment Fund – Series B" (the "Note Payment Fund"). Within the Note Payment Fund, there shall be established a "Texas Tech University System Revenue Financing System Tax-Exempt Commercial Paper Note Payment Account – Series B" (the "Tax-Exempt Commercial Paper Note Payment Account") and a "Texas Tech University System Revenue Financing System Taxable Commercial Paper Note Payment Account – Series B" (the "Taxable Commercial Paper Note Payment Account"). The proceeds from the sale of Parity Obligations issued for the purpose of refunding and retiring Commercial Paper Notes Outstanding under this Twenty-Second Supplement shall be paid to the Issuing and Paying Agent for deposit to the credit of the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as directed by an Authorized Representative, and used for such purpose. In addition, all amounts required to be paid to the Issuing and Paying Agent for deposit by the Board pursuant to Section 2.09(b) shall be paid to the Issuing and Paying Agent for deposit to the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as the case may be, and shall be used to pay principal of, premium, if any, and interest on Tax-Exempt Commercial Paper Notes or Taxable Commercial Paper Notes, as the case may be, at the respective interest payment, maturity or redemption of such Commercial Paper Notes as provided herein.

The foregoing notwithstanding, if all of the Commercial Paper Notes are held in a book-entry only system as provided in Section 2.03(b), all such moneys derived from the sources described above in this Section may be transferred directly to DTC by the Board or the Issuing and Paying Agent.

Section 2.09. **Establishment of Revenue Financing System; Issuance of Parity Obligations; Security and Pledge**. (a) *Commercial Paper Notes as Parity Obligations*. By adoption of the Master Resolution, the Board has established the Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of the Revenue Financing System. The Master Resolution is intended to establish a master plan under

which revenue supported debt of the Revenue Financing System may be incurred. This Twenty-Second Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Commercial Paper Notes, which are a series of Parity Obligations. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby and the Commercial Paper Notes are hereby declared to be Parity Obligations under the Master Resolution. The Board hereby determines that it will have sufficient funds to meet the financial obligations of each Participant in the Revenue Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Revenue Financing System and to meet all financial obligations of the Board relating to the Revenue Financing System. Furthermore, the Board hereby determines that each of the Participants for whom the Commercial Paper Notes are being issued possess the financial capability to satisfy its Direct Obligation after taking into account the issuance of the Commercial Paper Notes.

(b) *Pledge of Pledged Revenues*. The Commercial Paper Notes are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Twenty-Second Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Commercial Paper Notes as the same shall become due and payable. The Board agrees to make payments into the Tax-Exempt Commercial Paper Note Payment Account and the Taxable Commercial Paper Note Payment Account, as the case may be, at such times and in such amounts as are necessary to provide for the full payment of the principal of, premium, if any, and the interest on the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, as the case may be, when due, in accordance with the terms and conditions set forth in this Twenty-Second Supplement.

Section 2.10. **Cancellation**. All Commercial Paper Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the principal and interest thereof or are surrendered for transfer or exchange pursuant to the provisions hereof or are refunded through an Advance shall, upon payment or issuance of new Commercial Paper Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the Board, and thereafter the Board shall have custody of such cancelled Commercial Paper Notes.

Section 2.11. **Liquidity**. The Board reserves the option, but is not required, to provide liquidity in support of all or any of the Commercial Paper Notes to be Outstanding under this Twenty-Second Supplement from its available funds, in amounts as further provided in Sections 4.02(b) and 4.03 of this Twenty-Second Supplement. The Board reserves the option, but is not required, to enter into one or more liquidity or credit agreements to provide liquidity or credit in such amounts as determined by the Board in support of all or any of the Commercial Paper Notes to be Outstanding under this Twenty-Second Supplement, and to execute all necessary instruments in connection therewith. The Board agrees to provide written notice to the Dealer, the Issuing and Paying Agent and each Rating Agency then maintaining a rating on the Commercial Paper Notes, at least thirty (30) days prior to the date on which the System provides liquidity from internal sources, and, in the case of liquidity or credit to be provided in accordance with the terms of a liquidity and/or credit agreement, a copy of the proposed form of such agreement.

Section 2.12. **Fiscal and Other Agents**. In furtherance of the purposes of this Twenty-Second Supplement, the Board may from time to time appoint and provide for the payment of such additional fiscal, paying, or other agents or trustees as it may deem necessary or appropriate in connection with the Commercial Paper Notes.

ARTICLE III
ISSUANCE AND SALE OF NOTES

Section 3.01. **Issuance and Sale of Commercial Paper Notes**. (a) *Sale by Authorized Representative*. All Commercial Paper Notes shall be sold in the manner determined by the Authorized Representative to be most economically advantageous to the Board.

(b) *Terms of Commercial Paper Notes*. The terms of the Commercial Paper Notes shall be established and they shall be delivered by the Issuing and Paying Agent in accordance with telephonic, computer, or written instructions of any Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours of the transmission or communication thereof. Said instructions shall specify such principal amounts, Note Dates, purchase price, the Original Rate of each Commercial Paper Note, the Original Maturity Date and Extended Maturity Date for each Commercial Paper Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any Authorized Representative at the time of sale of the Commercial Paper Notes. Such instructions shall also contain provisions representing that all action on the part of the Board necessary for the valid issuance of the Commercial Paper Notes then to be issued has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes with provision for original issue discount and interest exclusion from federal income taxation (in the case of Tax-Exempt Commercial Paper Notes) have been complied with, and that such Commercial Paper Notes will be valid and enforceable special obligations of the Board according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that in the case of Tax-Exempt Commercial Paper Notes, based upon the advice of Bond Counsel, the earned original issue discount on the Commercial Paper Notes or stated interest on the Commercial Paper Notes, as the case may be, is, subject to the conditions set forth in the opinion of Bond Counsel delivered concurrently with the commencement of the issuance of Commercial Paper Notes, excludable from gross income of the owners thereof for federal income tax purposes. Such instructions shall also certify that, as of the date of such certificate:

(i) the Board has been advised by Bond Counsel that the projects to be financed or refinanced by the Commercial Paper Notes will constitute Eligible Projects, and, further, should the Commercial Paper Notes be issued as Tax-Exempt Commercial Paper Notes, that the proposed issuance will not cause the Board to be in violation of its covenants set forth in Section 5.01 hereof;

(ii) the requirements of Section 5 of the Master Resolution have been complied with;

(iii) the Board is in compliance with the covenants set forth in Article IV as of the date of such instructions;

(iv) the interest rate borne by the Commercial Paper Note is not in excess of the Maximum Interest Rate in effect on the date of issuance of such Commercial Paper Note;

(v) if then required by law, approval of the Eligible Project to be financed with proceeds of Commercial Paper Notes has been obtained from any state agency as applicable; and

(vi) after the proposed issuance of Commercial Paper Notes, the principal amount of Commercial Paper Notes to be Outstanding after such issuance does not exceed the aggregate principal amount of Commercial Paper Notes authorized to be issued under this Twenty-Second Supplement.

Should the Commercial Paper Notes be held in a book-entry only system form in accordance with the provisions of Section 2.03(b), and the Board acts in the capacity of Issuing and Paying Agent during the time such book-entry only system is in effect, the terms of the Commercial Paper Notes shall be established by the Authorized Representative consistent with the procedures of DTC regarding the issuance of the applicable Master Note.

For purposes of this Twenty-Second Supplement, such instructions described above shall constitute an Issuance Request.

(c) *Receipt of Issuance Request*. Upon receipt of an Issuance Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Issuance Request is received, complete each Commercial Paper Note as to amount, Note Date, Original Maturity Date and Original Rate specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer upon receipt of payment therefor; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Twenty-Second Supplement. If an Issuance Request is received after 12:00 p.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

(d) *Receipt of Extension Request*. Upon receipt of an Extension Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Extension Request is received, complete each Commercial Paper Note as to amount, Note Date and Extended Maturity Date specified therein, and, upon delivery of a Holder's position on the original Commercial Paper Note to the Issuing and Paying Agent as a "free" delivery on the Original Maturity Date, (a) retire such original Commercial Paper Note and (b) deliver a new Commercial Paper Note bearing interest at the Extended Rate from the Original Maturity Date to the Extended Maturity Date as a "free" delivery to such holder by 5:00 p.m. on the Original Maturity Date; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such

delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Twenty-Second Supplement. If an Extension Request is received after 11:30 a.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

Section 3.02. **Proceeds of Sale of Commercial Paper Notes**. The proceeds of the sale of any Commercial Paper Notes (net of all expenses and costs of sale and issuance) shall be applied, consistent with the terms of this Twenty-Second Supplement, for any or all of the following purposes as directed by an Authorized Representative:

(i) used for the payment and redemption or purchase of Outstanding Commercial Paper Notes, other Parity Obligations or Prior Encumbered Obligations at or before maturity; or

(ii) used for the purpose of financing Project Costs of Eligible Projects.

Section 3.03. **Issuing and Paying Agent Agreement**. The Board hereby approves the appointment of the Issuing and Paying Agent attached as Exhibit E designated in Section 2.03 to serve as Paying Agent and Registrar. Any Authorized Representative is hereby authorized to execute and deliver, on behalf of the Board, to the Issuing and Paying Agent the Issuing and Paying Agent Agreement in substantially the form presented at the meeting at which this Twenty-Second Supplement was adopted. Any Authorized Representative is hereby authorized to enter into any supplemental agreements to the Issuing and Paying Agent Agreement with the Issuing and Paying Agent or with any successor Issuing and Paying Agent as may be necessary and proper to for such purpose.

Section 3.04. **Dealer Agreement**. The Board hereby approves the appointment of BofA Securities, Inc., J.P. Morgan Securities LLC, and Loop Capital Markets LLC, each as a Dealer, under the terms of a Dealer Agreement with each such Dealer, in substantially the form attached as Exhibit F and presented at the meeting at which this Twenty-Second Supplement was adopted. Any Authorized Representative is hereby authorized and directed to execute and deliver, on behalf of the Board, the Dealer Agreement to carry out the purpose and intent of the Board in authorizing the issuance of Commercial Paper Notes in accordance with the terms of this Twenty-Second Supplement. Any Authorized Representative is hereby authorized to enter any supplemental agreements to the Dealer Agreement with the Dealer or with any successor Dealer as may be necessary and proper for such purpose.

Any Authorized Representative is further authorized and directed from time to time to review the performance of each Dealer and of the Commercial Paper Note program authorized hereby and to periodically solicit and review the qualifications of each Dealer and of any additional investment banking firms interested in serving as Dealer. Based upon such review, the number of Dealers selected, which Dealers are selected and the amount of Commercial Paper Notes for which each Dealer is responsible may be changed and additional or different Dealers may be selected and new Dealer Agreements entered into based upon a determination that such changes are expected to result in the lowest overall cost of the Commercial Paper Note Program authorized hereby after taking into account not only the fees to be paid to the Dealers but the

expectations as to the performance of each Dealer in providing broad distribution of the Commercial Paper Notes and creating competitive pricing without adversely affecting investor liquidity.

ARTICLE IV
GENERAL COVENANTS

Section 4.01. **Limitation on Issuance**. Unless this Twenty-Second Supplement is amended and modified by the Board in accordance with the provisions of Section 6.01, the Board covenants that there will not be issued under the terms of this Twenty-Second Supplement and Outstanding at any time more than $200,000,000 in principal amount of Commercial Paper Notes.

Section 4.02. **Provisions for Payment**. (a) *Payment of Commercial Paper Notes*. The Board covenants to maintain, or cause to be provided in the manner described in Section 4.03(a) of this Twenty-Second Supplement, available funds in an amount equal to the principal amount of Commercial Paper Notes for which liquidity is provided then Outstanding, plus interest on the Commercial Paper Notes then Outstanding. In furtherance of the foregoing covenant, the Board agrees that it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant.

(b) *Liquidity Support*. Should the Board determine that it is necessary or desirable to provide liquidity, either from internal funds or external sources, in support of all or any of the Commercial Paper Notes, the Board shall provide liquidity in an amount equal to the total principal amount of such Outstanding Commercial Paper Notes plus interest to accrue thereon for the following 270 calendar days. In furtherance of the foregoing covenant, the Board agrees that if it is to provide liquidity from internal funds, it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant. Any agreement to provide liquidity or credit from external sources in support of the Commercial Paper Notes shall be presented to the Board for its approval.

Section 4.03. **Available Funds**. (a) *Parity Obligations*. To the extent Commercial Paper Notes cannot be issued to renew or refund Outstanding Commercial Paper Notes, the Board shall provide funds or shall in good faith endeavor to sell a sufficient principal amount of Parity Obligations or other obligations of the Board in order to have funds available, together with other moneys available therefor, to pay the Commercial Paper Notes and the interest thereon, or any renewals thereof, as the same shall become due.

(b) *Lawfully Available Funds*. Notwithstanding anything to the contrary contained herein, to the extent that the Dealer cannot sell Commercial Paper Notes to renew or refund Outstanding Commercial Paper Notes on their maturity, the Board covenants to use lawfully available funds to purchase Commercial Paper Notes issued to renew and refund such maturing Commercial Paper Notes. Such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Commercial Paper Notes and the Board may issue Commercial Paper Notes to renew and refund the Commercial Paper Notes held by it when the Dealer is again able to sell Commercial Paper Notes. While such Commercial

Paper Notes are held by the Board they shall bear interest at the rate being earned by the funds used to purchase such Commercial Paper Notes on the date of purchase.

Section 4.04. **Covenant to Refinance**. (a) *Issuance of Refunding Obligations*. The Board covenants that it will undertake its best efforts to issue and deliver Parity Obligations at the times and in the amounts necessary to refinance the Commercial Paper Notes that are maturing on the applicable Extended Maturity Date and apply the proceeds of such Parity Obligations to retire such Commercial Paper Notes, either at maturity or redemption prior to maturity. Notwithstanding the foregoing, the Authorized Representative shall not deliver an Issuance Request for Commercial Paper Notes that could not be refinanced on or before the Maximum Maturity Date.

(b) The receipts derived from the refinancing of the Commercial Paper Notes, whether by other Commercial Paper Notes or other Parity Obligations, and all amounts in the funds and accounts created or maintained pursuant to this Twenty-Second Supplement or the Issuing and Paying Agent Agreement, including earnings on such amounts, are hereby pledged as security for the payment of the Commercial Paper Notes and constitute trust funds held for that purpose, subject only to the provisions of this Twenty-Second Supplement and the Issuing and Paying Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. The pledge herein made shall be irrevocable until all of the Commercial Paper Notes to be refinanced have been paid and retired. The granting of this pledge by the Board does not limit in any manner the rights of the Board to issue or incur any other Parity Obligations.

Section 4.05. **Opinion of Bond Counsel**. The Board shall cause the legal opinion of Bond Counsel as to the validity of the Commercial Paper Notes and, with respect to Commercial Paper Notes issued as Tax-Exempt Commercial Paper Notes, as to the exclusion of interest on the Commercial Paper Notes from gross income of the owners thereof for federal income tax purposes, to be furnished to DTC if the Commercial Paper Notes are held in a book-entry only system, or to any Holder without cost.

ARTICLE V
FEDERAL INCOME TAXATION COVENANTS

Section 5.01. **Tax-Exempt Commercial Paper Notes**. (a) *General*. In order to maintain the exclusion from gross income of the interest on the Tax-Exempt Commercial Paper Notes for federal income tax purposes, the Board will make all calculations required by section 148 of the Code, including, but not limited to, the calculation of rebate, in a reasonable and prudent fashion and to segregate and set aside the lawfully available amounts that such calculations indicate may be required to be paid to the United States of America. The Board will at all times to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the foregoing, the Board will execute annually, or at any other time necessary in the opinion of Bond Counsel, a Federal Tax Certificate, as may be required by the Code, in the opinion of Bond Counsel, and a Form 8038-G, or any other form(s) designated by the Internal Revenue Service in substitution thereof, necessary to assure the tax-exempt status of the Tax-Exempt Commercial Paper Notes.

(b) *Covenants*. The Board covenants to refrain from any action which would adversely affect, or to take such action to assure, the treatment of the Tax-Exempt Commercial Paper Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenant as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Twenty-Second Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Commercial Paper Notes, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

(iv) to take any action to assure that no more than 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes are used to provide any output facility (other than a facility for furnishing water) with respect to which there is any "private business use" as more fully set forth in section 141(b)(3) of the Code;

(v) to refrain from taking any action which would otherwise result in the Tax-Exempt Commercial Paper Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(vi) to refrain from taking any action that would result in the Tax-Exempt Commercial Paper Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vii) to refrain from using any portion of the proceeds of the Tax-Exempt Commercial Paper Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire "investment property" (as defined in section

148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Commercial Paper Notes, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Commercial Paper Notes invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the obligations are issued,

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

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes;

(g) to otherwise restrict the use of the proceeds of the Tax-Exempt Commercial Paper Notes or amounts treated as proceeds of the Tax-Exempt Commercial Paper Notes, as may be necessary, so that the Tax-Exempt Commercial Paper Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage), section 149(g) of the Code (relating to hedge bonds), and, to the extent applicable, section 149(d) of the Code (relating to advance refundings).

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

(c) *Allocation of, and Limitation on, Expenditures for Eligible Projects*. The Board covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Eligible Project on its books and records in accordance with the requirements of the Code. The Board recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Eligible Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Board recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Commercial Paper Notes, or (2) the date the Tax-Exempt Commercial Paper Notes are retired. The Board agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(d) *Disposition of Property Financed with Tax-Exempt Commercial Paper Notes*. The Board covenants that the property constituting an Eligible Project financed with the proceeds of the Tax-Exempt Commercial Paper Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) *Authorization of Reimbursement Certificates*. Each Authorized Representative is hereby authorized and directed to execute certificates of reimbursement with respect to capital expenditures for projects which the Board reasonably expects to be financed with the proceeds of the Tax-Exempt Commercial Paper Notes from time to time. The Board intends that each reimbursement certificate will satisfy the official declaration of the intention of the System, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse capital expenditures for such projects at such time or times as Tax-Exempt Commercial Paper Notes are issued.

Section 5.02. **Taxable Commercial Paper Notes**. The Board does not intend to issue the Taxable Commercial Paper Notes in a manner such that the Taxable Commercial Paper Notes would constitute obligations described in section 103(a) of the Code and the Regulations.

ARTICLE VI
AMENDMENTS

Section 6.01. **Amendment of Supplement**. (a) *Amendments Without Consent*. The Twenty-Second Supplement and the rights and obligations of the Board and of the owners of the Outstanding Commercial Paper Notes may be modified or amended at any time without notice to or the consent of any owner of the Commercial Paper Notes or any other Parity Obligations, solely for any one or more of the following purposes:

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

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

(iii) to supplement the security for the Outstanding Commercial Paper Notes issued under the Twenty-Second Supplement, replace or provide additional credit facilities, or change the form of the Outstanding Commercial Paper Notes or make such other changes in the provisions of the Twenty-Second Supplement, including extending the Maximum Maturity Date, as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes;

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

(v) to increase the principal amount of Commercial Paper Notes which may be Outstanding pursuant to the terms of the Twenty-Second Supplement.

(b) *Amendments With Consent*. Subject to the other provisions of the Twenty-Second Supplement, the owners of Outstanding Commercial Paper Notes aggregating at least a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described above in "Amendments Without Consent," to the Twenty-Second Supplement which may be deemed necessary or desirable by the Board, provided, however, that nothing shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Commercial Paper Notes, the amendment of the terms and conditions in the Twenty-Second Supplement or in the Commercial Paper Notes so as to:

(i) make any change in the maturity of the Outstanding Commercial Paper Notes (other than the extension of the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date);

(ii) reduce, or change the formula by which the interest rate is calculated, of interest borne by Outstanding Commercial Paper Notes;

(iii) reduce the amount of the principal payable on Outstanding Commercial Paper Note;

(iv) modify the terms of payment of principal of or interest on the Outstanding Commercial Paper Notes, or impose any conditions with respect to such payment (except as is provided in the Twenty-Second Supplement with respect to establishing an Extended Maturity Date for a Commercial Paper Note);

(v) affect the rights of the owners of less than all Commercial Paper Notes then Outstanding; or

(vi) change the minimum percentage of the Outstanding Principal Amount of Commercial Paper Notes necessary for consent to such amendment.

If at any time the Board desires to amend the Twenty-Second Supplement in such a way that requires consent of the owners of Outstanding Commercial Paper Notes, the Board shall cause notice of the proposed amendment to be provided in writing to DTC. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Issuing and Paying Agent for inspection by all Holders of Commercial Paper Notes. A copy of such notice also shall be provided in writing to each Rating Agency.

Any such consent given by any Holder of Commercial Paper Notes shall be irrevocable for a period of six months from the date of the notice and shall be conclusive and binding upon all future Holders of the same Commercial Paper Notes during such period. Such consent may be revoked at any time after such six month period by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Issuing and Paying Agent and the Board, but such revocation shall not be effective if the Holders of at least a majority in Outstanding Principal Amount of Commercial Paper Notes prior to the attempted revocation consented to and approved the amendment.

For purposes of such amendments, the ownership and other matters relating to all Commercial Paper Notes registered as to ownership shall be determined from the Registration Books kept by the Issuing and Paying Agent therefor.

(c) *Notice*. If at any time the Board shall desire to amend this Twenty-Second Supplement pursuant to subsection (b), the Board shall cause notice of the proposed amendment to be provided in writing to either to DTC, if the Commercial Paper Notes are held in a book-entry only system, or to each Holder of Commercial Paper Notes, if the Commercial Paper Notes are not held in a book-entry only system. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Issuing and Paying Agent for inspection by all Holders of Commercial Paper Notes issued hereunder. A copy of such notice also shall be provided in writing to each Rating Agency.

(d) *Receipt of Consents*. Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the Holders or the Holders of at least a majority in Outstanding Principal Amount of the Commercial Paper Notes, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) *Effect of Amendments*. Upon the adoption by the Board of any resolution to amend this Twenty-Second Supplement pursuant to the provisions of this Section, this Twenty-Second Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Commercial Paper Notes and all future Commercial Paper Notes shall thereafter be determined,

exercised, and enforced under the Master Resolution and this Twenty-Second Supplement, as amended.

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

(g) *Ownership*. For the purpose of this Section, the ownership and other matters relating to all Commercial Paper Notes registered as to ownership shall be determined from the Registration Books kept by the Issuing and Paying Agent therefor. The fact of the owning of Commercial Paper Notes issued hereunder not registered as to ownership by any Holder and the amount and the numbers of such Commercial Paper Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Holder if such affidavit shall be deemed by the Issuing and Paying Agent to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by Issuing and Paying Agent to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Commercial Paper Notes described in such certificate. The Issuing and Paying Agent may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuing and Paying Agent.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.01. **Events of Default**. Each of the following events shall constitute and is referred to in this Twenty-Second Supplement as an "Event of Default":

(a) a failure by the Board to pay the principal of any Commercial Paper Note for five (5) Business Days after the date the same shall have become due and payable on an Extended Maturity Date;

(b) a failure by the Board to pay any installment of interest on any Commercial Paper Note for five (5) Business Days after the date such interest shall have become due and payable on an Extended Maturity Date or in accordance with Section 2.02(c) hereof;

(c) a failure by the Board to apply the proceeds of Parity Obligations issued to refund Commercial Paper Notes having a maturity on an Extended Maturity Date to the payment thereof on the applicable Extended Maturity Date or date of redemption prior to such Extended Maturity Date;

(d) a failure by the Board to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a) and (b) of this Section) contained in the Commercial Paper Notes, the Master Resolution or in this Twenty-Second Supplement on the part of the System to be observed or performed, which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with the Master Resolution and this Twenty-Second Supplement, and which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Board by the Dealer, the Issuing and Paying Agent or any Registered Owner; or

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including, without limitation, proceedings under the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or State bankruptcy law or similar law for the relief of debtors are instituted by or against the System, and, if instituted against the System, said proceedings are consented to or are not dismissed within sixty (60) days after such institution.

If any Event of Default has occurred, but is subsequently cured or waived, then such Event of Default shall no longer constitute an Event of Default hereunder.

Section 7.02. **Remedies for Default.**

(a) *Rights of Registered Owners*. Upon the happening of any Event of Default, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefore, may proceed against the Board or the System, as appropriate, for the purpose of protecting and enforcing the rights of the Registered Owners under the Master Resolution and this Twenty-Second Supplement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Commercial Paper Notes then Outstanding.

(b) *Remedies*. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Commercial Paper Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of the Master Resolution or this Twenty-Second Supplement, the right to accelerate the debt evidenced by the Commercial Paper Notes shall not be available as a remedy under the Master Resolution or this Twenty-Second Supplement.

(c) By accepting the delivery of a Commercial Paper Note authorized under this Twenty-Second Supplement, a Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Twenty-Second Supplement do not and shall never

constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the System or the Board.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Twenty-Second Supplement to Constitute a Contract; Equal Security**. In consideration of the acceptance of the Commercial Paper Notes by those who shall hold the same from time to time, this Twenty-Second Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Commercial Paper Notes and the pledge made in this Twenty-Second Supplement by the Board and the covenants and agreements set forth in this Twenty-Second Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders of the Commercial Paper Notes, without preference, priority, or distinction as to security or otherwise of any of the Commercial Paper Notes over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Twenty-Second Supplement.

Section 8.02. **Individuals Not Liable**. All covenants, stipulations, obligations, and agreements of the Board contained in this Twenty-Second Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Board in his individual capacity and neither the members of the Board nor any officer thereof shall be liable personally on the Commercial Paper Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8.03. **Additional Actions**. (a) *Execution and Delivery of Documents*. Each Authorized Representative, and all other officers, employees, and agents of the Board, and each of them, jointly and severally, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Twenty-Second Supplement, the Dealer Agreement, the Issuing and Paying Agent Agreement, and the Depository Trust Company Letter of Representation. In addition, the Chairman of the Board, the Vice Chairman of the Board, each Authorized Representative, and Bond Counsel are hereby authorized to approve, subsequent to the date of this adoption of this Twenty-Second Supplement but before any Commercial Paper Notes are Outstanding, any amendments to the above named documents, and any technical amendments to this Twenty-Second Supplement as may be required by a Rating Agency, or as a condition to the granting of a rating on the Commercial Paper Notes acceptable to the Chancellor of the System.

(b) *Notice to Rating Agencies and Bondholders*. An Authorized Representative shall promptly give written notice to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the System of any changes or amendments to this Twenty-Second

Supplement, any execution and delivery of an agreement to provide liquidity or credit support for Commercial Paper Notes, any amendment, substitution or termination of any such liquidity or credit agreement then in effect (including the expiration thereof), of any amendment or substitution of the Dealer Agreement or the Issuing and Paying Agent Agreement, or any change or amendment to any other operative document used in connection with the issuance from time to time of the Commercial Paper Notes. Notice of any of the aforementioned events also shall be given to Holders in accordance with and in the manner described in Section 6.01(c).

Section 8.04. **Severability of Invalid Provisions**. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Commercial Paper Notes issued hereunder.

Section 8.05. **Payment and Performance on Business Days**. Whenever under the terms of this Twenty-Second Supplement or the Commercial Paper Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Commercial Paper Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Commercial Paper Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment is scheduled.

Section 8.06. **Limitation of Benefits With Respect to the Twenty-Second Supplement**. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Twenty-Second Supplement or the Commercial Paper Notes is intended or should be construed to confer upon or give to any person other than the Board, the Holders, the Issuing and Paying Agent, and the Dealer any legal or equitable right, remedy or claim under or by reason of or in respect to this Twenty-Second Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Twenty-Second Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, the Issuing and Paying Agent, and the Dealer as herein provided and as provided in the Issuing and Paying Agent Agreement and the Dealer Agreement.

Section 8.07. **Approval of Attorney General**. No Commercial Paper Notes herein authorized to be issued shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved this Twenty-Second Supplement, and other agreements and proceedings as may be required in connection therewith.

Section 8.08. **Approval of Offering Memorandum**. An Authorized Representative is hereby authorized to approve the form(s) of Offering Memorandum, to be used by the Dealer in

the offering of the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, respectively, and the use thereof by the Dealer in connection therewith.

Section 8.09. **Public Notice**. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Twenty-Second Supplement was adopted, and that this Twenty-Second Supplement would be introduced and considered for adoption at said meeting; that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 8.10. **Repeal of Conflicting Resolutions**. All resolutions and all parts of any resolutions that are in conflict or are inconsistent with this Twenty-Second Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

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EXHIBIT A
DEFINITIONS

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Twenty-Second Supplement. As used in this Twenty-Second Supplement, the terms below defined shall be construed, are used and are intended to have the following meanings, unless the text hereof specifically indicates otherwise:

The term "*Acts*" shall mean, collectively, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended.

The terms "*Authorized Representative*" shall mean any one or more of the following officers or employees of the System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor and Chief Financial Officer, or such other officer or employee of the System, authorized by the Board to carry out the functions of the Board specified herein.

The term "*Board*" shall mean the Board of Regents of Texas Tech University System.

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

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

The terms "*Commercial Paper Note*" shall mean any Taxable Commercial Paper Note or Tax-Exempt Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Twenty-Second Supplement, with a final maturity, whether extended or not as described herein, of not more than 270 calendar days from the Issue Date and having the terms and characteristics specified in Section 2.02 and in the forms set forth in Exhibit B to this Twenty-Second Supplement.

The term "*Dealer*" shall mean, initially BofA Securities, Inc., J.P. Morgan Securities LLC, and Loop Capital Markets LLC for as long as each such firm acts as a dealer for the Board, and each dealer appointed by the Board pursuant to Section 3.04 hereof and any successor thereto.

The term "*Designated Trust Office*" shall have the meaning given said term in Section 2.03(a) of this Twenty-Second Supplement.

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

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

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

The term "*Eligible Project*" shall mean the acquisition, purchase, construction, improvement, enlargement, and/or equipping of any property, buildings, structures, activities, services, operations, or other facilities, or any other project, program or improvement authorized by the laws of the State of Texas for and on behalf of the Revenue Financing System or any Participant thereof.

The term "*Extended Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Issuance Request as the maturity date to which the maturity of such Commercial Paper Note may extended, which maturity date shall be a Business Day (which shall be specified in the confirmation sent to the Holder of the Commercial Paper Note); provided, that an Extended Maturity Date shall not established in violation of the provisions of Section 2.02(a)(ii) or 2.02(b)(ii) of this Twenty-Second Supplement.

The term "*Extended Rate*" shall mean the rate of interest per annum determined by the following formula:

For Tax-Exempt Commercial Paper Notes: The greater of (SIFMA Index + *E*) or *F*

For Taxable Commercial Paper Notes: The greater of (SOFR Index Rate + *E*) or *F*

The Extended Rate applicable to a Commercial Paper Note will be determined by the Issuing and Paying Agent as provided in Section 2.02(c) of this Twenty-Second Supplement. As used in the formula set forth above in this definition, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of Fitch, Moody's and S&P, if then rating the Commercial Paper Notes at the request of the System, as follows:

Prevailing Rating

Fitch	Moody's	S&P	E Variable	F Variable
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

If the individual Prevailing Ratings indicate different *E* or *F* variables as a result of split ratings assigned to the Commercial Paper Notes, the *E* or *F* variable shall be the arithmetic average of those indicated by the Prevailing Ratings. If the System obtains another rating on the Commercial Paper Notes from a credit rating agency, the Issuing and Paying Agent shall, upon

written direction of the Authorized Representative, following consultation with the Authorized Representative and the Dealer, determine how the credit rating agency's rating categories shall be treated for the purpose of indicating an *E* or *F* variable. In no event shall the Extended Rate exceed the Maximum Interest Rate.

The term "*Extension Request*" shall mean the instructions provided to the Issuing and Paying Agent and the Dealer by an Authorized Representative to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date, in substantially the form set forth in Exhibit D to this Twenty-Second Supplement.

The term "*Fiscal Year*" shall mean the 12-month operational period of the System commencing on September 1 of each year and ending on the following August 31.

The term "*Fitch*" shall mean Fitch Ratings, Inc., or, if such entity is dissolved or liquidated or otherwise ceases to perform securities ratings services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The terms "*Holder*" or "*Noteholder*" shall mean the Registered Owner or any person, firm, association, or corporation who is in possession of any Commercial Paper Note issued to bearer or in blank.

The term "*Issuance Request*" shall mean the instructions provided to the Issuing and Paying Agent by an Authorized Representative in the manner set forth in Section 3.01 of this Twenty-Second Supplement.

The term "*Issue Date*" shall mean, for each Commercial Paper Note, the date on which such Commercial Paper Note is initially issued and delivered to the beneficial owner thereof.

The terms "*Issuing and Paying Agent*" and "*Paying Agent*" and "*Registrar*" shall mean with respect to the Commercial Paper Notes the agent appointed pursuant to Section 2.03, a form of which is attached hereto as Exhibit E, or any successor to such agent.

The term "*Master Notes*" shall mean the DTC master notes, in substantially the forms set forth in Exhibit C to this Twenty-Second Supplement.

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

The term "*Maximum Interest Rate*" or "*Max Rate*" shall mean the lesser of: (i) nine percent (9%) per annum and (ii) the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Board in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended).

The term "*Maximum Maturity Date*" shall mean December 31, 2066.

The term "*Maximum Original Maturity Days*" means 90 calendar days or other number of days specified by an Authorized Representative in an Issuance Request.

The term "*Moody's*" shall mean Moody's Investors Service or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*Note Date*" shall have the meaning given in Section 2.02(c).

The term "*Note Payment Fund*" shall mean that fund created pursuant to Section 2.08.

The term "*OBFR*" shall mean, with respect to any SOFR Effective Date, the Overnight Bank Funding Rate on the Federal Reserve's Website as of 5:00 p.m., New York City time, on the SOFR Determination Date for each related SOFR Reference Date.

The term "*OBFR Index Cessation Event*" shall mean the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the OBFR) announcing that it has ceased to publish or provide the OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an OBFR; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the OBFR) has ceased to provide the OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the OBFR.

The term "*Original Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Issuance Request and in confirmation sent to the Holder of such Commercial Paper Note as the date of maturity of the Commercial Paper Note; provided that the Original Maturity Date shall be a Business Day not less than 1 day and not greater than the Maximum Original Maturity Days from the Issue Date, and shall not extend beyond the Maximum Maturity Date.

The term "*Original Rate*" shall mean, for each Commercial Paper Note, the rate of interest per annum borne by such Commercial Paper Note to the Original Maturity Date as specified in the applicable Issuance Request.

The term "*Project Costs*" shall mean all costs and expenses defined as "project costs" under the Acts incurred in relation to Eligible Projects and permitted by law to be paid with the proceeds of the Commercial Paper Notes, including without limitation design, planning, engineering, and legal costs; acquisition costs of land, interests in land, right of way, and

easements; construction costs; costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of the Eligible Projects; and financing costs, including interest during construction and one year after construction, underwriter's discount, and/or legal, financial, and other professional services fees and expenses, and shall include reimbursement for Project Costs attributable to Eligible Projects incurred prior to the issuance of any Commercial Paper Notes.

The term "*Prevailing Rating*" shall mean, at the time of determination and with respect to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the University System, the rating assigned to the Commercial Paper Notes by such Rating Agency, or any comparable future designation by such Rating Agency, as the case may be.

The term "*Rating Agency*" shall mean Fitch, Moody's and S&P, if such entity is then providing a rating on the Commercial Paper Notes at the request of the University System.

The term "*Registered Owner*" shall mean the person or entity in whose name any Commercial Paper Note is registered in the Registration Books.

The term "*Registration Books*" shall mean books or records relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes maintained by the Issuing and Paying Agent pursuant to Section 2.03.

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

The term "*S&P*" shall mean Standard & Poor's Rating Service, a Standard & Poor's Financial Services LLC business, or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*Secured Overnight Financing Rate*" or "*SOFR*" shall mean the "Secured Overnight Financing Rate" reported on the Federal Reserve's Website, or reported by any successor to the Federal Reserve Bank of New York as administrator of the Secured Overnight Financing Rate.

The term "*SIFMA*" shall mean the Securities Industry and Financial Markets Association.

The term "*SIFMA Index*" shall mean (i) the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any person acting in cooperation with or under the sponsorship of SIFMA or (ii) if such index is not published, such other publicly available rate as the Dealer (or if the Dealer fails to do so, the System, acting through an Authorized Representative) shall deem most nearly equivalent thereto. Such index may be expressed as a percentage of (more or less than, or equal to, 100%) and/or a fixed spread to another index.

The term "*SOFR Determination Date*" shall mean, with respect to any SOFR Effective Date, the U.S. Government Securities Business Day immediately preceding such SOFR Effective Date.

The term "*SOFR Effective Date*" shall mean each U.S. Government Securities Business Day.

The term "*SOFR Index Cessation Date*" shall mean, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate) ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

The term "*SOFR Index Cessation Event*" shall mean the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased to report or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a Secured Overnight Financing Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate.

The term "*SOFR Index Rate*" shall mean, for any SOFR Effective Date, a per annum interest rate equal to:

(a) the Secured Overnight Financing Rate as of 5:00 p.m., New York City time, on the related SOFR Determination Date for the related SOFR Reference Date; or

(b) if the Secured Overnight Financing Rate is not published on the related SOFR Determination Date as specified in clause (a) of this definition, then, unless both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, the Secured Overnight Financing Rate for the last U.S. Government Securities Business Day for which such Secured Overnight Financing Rate was published on the Federal Reserve Bank of New York's Website; or

(c) if both a SOFR Index Cessation Event and SOFR Index Cessation Date have occurred, then the Issuing and Paying Agent shall determine the

Adjusted SOFR Rate as if references to SOFR were references to the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator, which rate may include any adjustments or spreads, and which rate will be reasonably expected to measure contemporaneous variations in the cost of newly borrowed funds in U.S. dollars). If no such rate has been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Event, then the Issuing and Paying Agent shall use the OBFR published on the Federal Reserve's Website for any SOFR Effective Date after the SOFR Index Cessation Date (it being understood that the OBFR for any such SOFR Effective Date will be the Overnight Bank Funding Rate on the Federal Reserve's Website as of 5:00 p.m. on the SOFR Determination Date for each related SOFR Reference Date).

(d) If the Issuing and Paying Agent is required to use the OBFR in subsection (c) above and an OBFR Index Cessation Event has occurred, then for any SOFR Effective Date after the OBFR Index Cessation Date, the Issuing and Paying Agent shall use the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

The term "*SOFR Reference Date*" shall mean, with respect to any SOFR Effective Date, the U.S. Government Securities Business Day immediately preceding the related SOFR Determination Date.

The term "*Taxable Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Twenty-Second Supplement, the interest on which is not exempt from federal income taxation under the Code.

The term "*Taxable Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

The term "*Tax-Exempt Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Twenty-Second Supplement, the interest on which is exempt from federal income taxation under the Code.

The term "*Tax-Exempt Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

The term "*Twenty-Second Supplement*" shall mean this resolution adopted by the Board on November 11, 2026, authorizing the Commercial Paper Notes.

The term "*University System*" or "*System*" shall mean the Texas Tech University System.

The term "*U.S. Government Securities Business Day*" shall mean any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

EXHIBIT B
FORM OF COMMERCIAL PAPER NOTES

United States of America
State of Texas

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM
REVENUE FINANCING SYSTEM
COMMERCIAL PAPER NOTE, [TAX-EXEMPT][1] [TAXABLE][2] SERIES B

Note Number _____ Interest Rate _____ Note Date _____ $_____

On _____ (the "Original Maturity Date") for value received, THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM (the "Board")

Promises To Pay To The Order of _____

The Principal Sum Of _____

Payable At _____
(the "Issuing and Paying Agent"),

and to pay interest, if any, on said principal amount, specified above, from the above specified Note Date on said Original Maturity Date at the per annum Interest Rate specified above (computed on the basis of actual days elapsed and a [365-day or 366-day year, as applicable][1] [360-day year][2]) solely from the sources hereinafter identified and as hereinafter stated.

If the Original Maturity Date shall have been extended to the Extended Maturity Date, as provided in the Supplemental Resolution (hereinafter defined), the interest accrued on this Commercial Paper Note to the Original Maturity Date will be paid on the Original Maturity Date. The principal amount of this Commercial Paper Note will be payable on the Extended Maturity Date, and after the Original Maturity Date, this Commercial Paper Note shall bear interest from the Original Maturity Date to the Extended Maturity Date, at the per annum Extended Rate described below (computed on the basis of actual days elapsed and a 365-day or 366-day year, as applicable) solely from the sources hereinafter identified and as hereinafter stated.

Both principal and interest on this Commercial Paper Note shall be payable in immediately available lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent, specified above, or its successor.

[1] To be included only for Commercial Paper Notes being issued as Tax-Exempt Commercial Paper Notes.
[2] To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

No interest will accrue on the principal amount hereof after said Original Maturity Date or, if the Original Maturity Date shall have been extended to the Extended Maturity Date, after said Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note.

If the Original Maturity Date is before the 15th day of the month, and the Texas Tech University System (the "System") exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note to an Extended Maturity Date, interest accruing after the Original Maturity Date shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, and the System exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note.

The Extended Rate shall be the rate of interest per annum determined by the following formula:

[The greater of (SIFMA Index + *E*) or *F*][3]

[The greater of (SOFR Index Rate + *E*) or *F*][4]

The Extended Rate applicable to this Commercial Paper Note will be determined weekly by the Issuing and Paying Agent based on the Prevailing Ratings and other information available as of 11:00 a.m., New York, New York time, on the Original Maturity Date of this Commercial Paper Note and each Thursday thereafter and will apply from that date through the following Wednesday or, if earlier, the applicable Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note. As used in the formula, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of the Rating Agencies then rating the Commercial Paper Notes at the request of the System, as follows:

Prevailing Rating

Fitch	Moody's	S&P	E Variable	F Variable
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

[3] To be included only for Commercial Paper Notes being issued as Tax-Exempt Commercial Paper Notes.
[4] To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

If the individual Prevailing Ratings indicate different E or F variables as a result of split ratings assigned to the System, the E or F variable shall be the arithmetic average of those indicated by the Prevailing Ratings. In no event shall the Extended Rate exceed the Maximum Interest Rate.

This Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which has been duly authorized and issued in accordance with the provisions of a master resolution, as amended, (the "Master Resolution") and the Twenty-Second Supplemental resolution thereto (the "Supplemental Resolution"; the provisions of the Master Resolution are incorporated by reference in the Supplemental Resolution and the Master Resolution and the Supplemental Resolution shall hereinafter be referred to collectively as the "Resolution") passed by the Board on behalf of the System, an agency and political subdivision of the State of Texas, for the purpose of financing Project Costs of Eligible Projects (each as defined in the Resolution) and to refinance, renew and refund the Notes, other Parity Obligations and Prior Encumbered Obligations; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Resolution.

This Commercial Paper Note shall not be subject to redemption at the option of the System prior to its Original Maturity Date. If the System exercises its option to extend the maturity of this Commercial Paper Note to the Extended Maturity Date, this Commercial Paper Note may be redeemed on any date after its Original Maturity Date, at the option of the System, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, the System shall provide not less than one (1) or more than twenty-five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify DTC of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

This Commercial Paper Note, together with the other Notes and other Parity Obligations, is payable from and equally secured by the Pledged Revenues; provided, however, that the lien on and pledge of the Pledged Revenues is junior and subordinate to the lien and pledge securing the payment of the Prior Encumbered Obligations, all as further defined and described in the Resolution. The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the Board, except with respect to the Pledged Revenues as described in the Resolution, and the Holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the Board except as described in the Resolution. THE NOTES DO NOT CONSTITUTE OR CREATE A DEBT OR LIABILITY OF THE STATE OF TEXAS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING AUTHORITY OF THE STATE OF TEXAS IS IN ANY MANNER PLEDGED, GIVEN, OR LOANED TO THE PAYMENT OF THE NOTES.

[This Commercial Paper Note is not an obligation described in section 103(a) of the Code.][5]

[5] To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

Reference is hereby made to the Resolution, copies of which may be obtained upon request to the Board, and by acceptance of this Commercial Paper Note the Holder hereof hereby assents to all of the terms and provisions of the Resolution, including, but not limited to, provisions relating to definitions of terms; the description of and the nature of the security for the Notes and the Pledged Revenues; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders of the Notes; and the right to issue obligations payable from and secured by the Pledged Revenues.

It is hereby certified and recited that all acts, conditions, and things required by law and the Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened, and have been performed in regular and in due time, form, and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Resolution.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Commercial Paper Note may be registered to bearer or to any designated payee. Title to any Commercial Paper Note registered to bearer shall pass by delivery. If not registered to bearer, this Commercial Paper Note may be transferred only on the books of the Board maintained at the designated office of the Issuing and Paying Agent. Upon surrender hereof at the designated office of the Issuing and Paying Agent, this Commercial Paper Note may be exchanged for a like aggregate principal amount of fully registered (which registration may be to bearer) Commercial Paper Notes of authorized denominations of like interest rate and maturity, but only in the manner, and subject to the limitations, and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Commercial Paper Note.

This Commercial Paper Note shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

The System covenants to pay the principal of and interest on this Commercial Paper Note when due, whether by reason of maturity or redemption prior to maturity.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Board has authorized and caused this Commercial Paper Note to be executed and attested on its behalf by the manual or facsimile signatures of the Chairman of the Board and the Secretary of the Board and the official seal of the System impressed or a facsimile thereof to be printed hereon.

BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY SYSTEM

_____
Chairman, Board of Regents

ATTEST:

_____
Secretary, Board of Regents

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Resolution.

U.S. Bank Trust Company, National Association,
as Issuing and Paying Agent

By: _____
Countersignature

EXHIBIT C
FORM OF MASTER NOTES

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE

Tax Exempt

_____
(Date of Issuance)

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. Bank Trust Company, National Association, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
(Authorized Countersignature)

BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY SYSTEM

By: _____
(Authorized Signature)

DTCC
The Depository Trust & Clearing Corporation

The provisions of the Board of Regents of Texas Tech University System Revenue Financing System Commercial Paper Note, Tax-Exempt Series B, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

---

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

_____
(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE

Taxable

_____
(Date of Issuance)

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. Bank Trust Company, National Association, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
(Authorized Countersignature)

BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY SYSTEM

By: _____
(Authorized Signature)

DTCC
The Depository Trust & Clearing Corporation

The provisions of the Board of Regents of Texas Tech University System Revenue Financing System Commercial Paper Note, Taxable Series B, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

---

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

_____
(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT D
FORM OF EXTENSION REQUEST

Date _____

U.S. Bank Trust Company, National Association
100 Wall Street, 20th Floor
New York, New York 10005

[Name and Address of Dealer]

EXTENSION REQUEST

Ladies and Gentlemen:

This certificate is provided pursuant to the requirements of Section 2.02(d) of the Twenty-Second Supplemental Resolution to the Master Resolution (the "Twenty-Second Supplement") adopted by the Board of Regents of Texas Tech University System, with respect to the issuance of the Board of Regents of Texas Tech University System Revenue Financing System Commercial Paper Notes,[Tax-Exempt] [Taxable] Series B, for the purpose of requesting the extension of a Commercial Paper Note, as provided herein. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Twenty-Second Supplement.

(a) The Commercial Paper Note is in the principal amount of $_____, bears interest at the stated rate of ____%, and has a stated Original Maturity Date of _____, 20__.

(b) The Extended Maturity Date of the Commercial Paper Note shall be _____, 20__, which is a Business Day.

(c) The certifications made in the Issuance Request delivered in connection with the initial issuance of the Commercial Paper Note are confirmed.

(d) The term of the Commercial Paper Note, as extended to the Extended Maturity Date, does not exceed 270 calendar days.

BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY SYSTEM

By _____
Authorized Representative

EXHIBIT E

ISSUING AND PAYING AGENT AGREEMENT

ISSUING AND PAYING AGENT AGREEMENT

This Issuing and Paying Agent Agreement (this "*Agreement*") is entered into as of _____, 2026 (the "Effective Date") by and between the Board of Regents of Texas Tech University System (the "*Board*"), a state agency and institution of higher education organized and existing under the Constitution and laws of the State of Texas, and U.S. Bank Trust Company, National Association (the "*Issuing and Paying Agent*"), a national banking association organized and existing under the laws of the United States. All capitalized terms used but not otherwise defined herein shall have the meanings specified in the Supplement (as hereinafter defined).

1. Appointment. The University System has appointed U.S. Bank Trust Company, National Association as the Issuing and Paying Agent hereunder, and U.S. Bank Trust Company, National Association hereby accepts such appointment as the Issuing and Paying Agent in connection with the issuance and payment of "Board of Regents of Texas Tech University System Revenue Financing System Tax Exempt and Taxable Extendable Commercial Paper Notes, Series B" (collectively, the "*ECP Notes*") pursuant to the "Master Resolution Establishing The Revenue Financing System Under the Authority and Responsibility of the Board of Regents of Texas Tech University," adopted by the Board on October 21, 1993, as amended (as amended, the "Master Resolution") and the "Twenty-Second Supplemental Resolution To The Master Resolution" adopted on [November 11], 2026, and as may be subsequently amended (the "*Supplement*"), providing for the issuance of the ECP Notes. Such ECP Notes are to be initially issued in book-entry form only and are to be initially evidenced by a Master ECP Note for the Taxable ECP Notes and a Master ECP Note for the Tax-Exempt ECP Notes (collectively, the "*Master ECP Notes*"), in the form attached to the Supplement.

The Issuing and Paying Agent agrees to observe and perform its duties and obligations hereunder and under the Supplement. Without limiting the generality of the foregoing, the Issuing and Paying Agent shall establish and maintain all required accounts and subaccounts required by the Supplement. The Issuing and Paying Agent agrees to provide to the University System a monthly report on the first Business Day of each month, which report shall set forth such information regarding the authentication and issuance of ECP Notes during the prior month. Unless otherwise agreed to by the Issuing and Paying Agent in writing, such report shall be provided by granting the University System access to SPANS Online (as hereinafter defined). For purposes of this Agreement "Business Day" shall mean any day, other than a Saturday or Sunday, on which the Issuing and Paying Agent is open to the public for all banking purposes.

The Issuing and Paying Agent agrees to keep such books and records, including, without limitation, a complete record of all Issuance Requests, as shall be consistent with industry practice and as may reasonably be requested by the University System, and to make such books and records available for inspection by the University System, such books and records to be available on each Business Day during reasonable business hours, and, if so requested, to send copies of such books and records to the University System, as applicable.

The ECP Notes will be sold through such commercial paper dealers and/or placement agent(s) as an Authorized Representatives shall have notified Issuing and Paying Agent in writing from time to time (collectively, the "*Dealers*"). Initially, BofA Securities, Inc., J.P. Morgan Securities LLC, and Loop Capital Markets LLC are each a Dealer.

2. Certificate Agreement. The Issuing and Paying Agent acknowledges that (i) it has previously entered into a commercial paper certificate agreement (the "*Certificate Agreement*") a copy of which is appended hereto as Exhibit A with The Depository Trust Company, New York, New York ("*DTC*"), and (ii) the continuation in effect of the Certificate Agreement is a necessary prerequisite to the Issuing and Paying Agent's providing services related to the issuance and payment of the ECP Notes while the ECP Notes are in book-entry only form and DTC is the Depository.

3. Letter of Representations; Supplement; Designated Authorized Representatives. Prior to the issuance of any ECP Notes, the University System shall deliver to the Issuing and Paying Agent an executed Letter of Representations (the "*Letter of Representations*"), a copy of which is attached hereto as Exhibit B. The Letter of Representations, when executed by the University System and Issuing and Paying Agent and accepted by DTC, shall supplement the provisions of this Agreement, and the University System and the Issuing and Paying Agent shall be bound by the provisions of the Letter of Representations.

The University System has delivered to the Issuing and Paying Agent (a) certified copies of the Master Resolution and the Supplement and (b) a certified original Certificate of Authorized Representatives (the "*Certificate of Authorized Representatives*") setting forth the Authorized Representatives, containing the name, title and true signature of those officers of the University System designated by the University System as an Authorized Representative pursuant to the Supplement, to take action with respect to the ECP Notes, which certificate is attached hereto as Exhibit C. By approving this Agreement, the University System approves the designation of the individuals named in the Certificate of Authorized Representatives to act as Authorized Representatives for all purposes under the Supplement. The University System agrees to provide the Issuing and Paying Agent with a revised Certificate of Authorized Representatives when there are changes in the Authorized Representatives. Until the Issuing and Paying Agent receives any subsequent Certificate of Authorized Representatives, the Issuing and Paying Agent shall be entitled to rely on the last Certificate of Authorized Representatives delivered to it for the purpose of determining the Authorized Representatives.

4. Master ECP Note. Prior to the issuance of any ECP Notes, the University System shall deliver to the Issuing and Paying Agent the Master ECP Notes evidencing the ECP Notes. Such Master ECP Notes shall be duly executed, specify the date of issuance, the series of ECP Notes, and be registered in the name of Cede & Co., as nominee of DTC, all as provided in the Supplement.

5. Issuance Requests. Issuance Requests shall be in the form attached hereto as Exhibit D and shall be delivered by an Authorized Representative to each Dealer and the Issuing and Paying Agent. Issuance Requests may be delivered by an Authorized Representative through SPANS Online pursuant to Section 10 hereof, in each case received by the Issuing and Paying Agent as specified in Section 17 hereof prior to [1:30 p.m.] (New York, New York time) on the day on which such Issuance Request is to be operative.

If the Issuing and Paying Agent, at its option, acts upon an Issuance Request received after [1:30 p.m.] (New York, New York time) on the day on which the Issuance Request is to be operative, the University System understands and agrees that (a) such Issuance Request shall be acted upon on a best efforts basis, and (b) the Issuing and Paying Agent makes no representation or warranty that the

issuance and delivery of any ECP Notes pursuant to such Issuance Request shall be completed prior to the close of business on such date.

Any Issuance Request given by telephone shall be confirmed to the Issuing and Paying Agent in writing by an Authorized Representative prior to [1:30 p.m.] (New York, New York time) in the form of Exhibit D hereto on the day on which such Issuance Request is to be operative.

6. Issuance. The Issuing and Paying Agent's duties and responsibilities in connection with the issuance of the ECP Notes shall include:

a. holding the Master ECP Notes in safekeeping and completing or causing to be completed, each Master ECP Note as to amount, date, maturity date, interest rate and interest amount upon receipt of Issuance Requests in accordance with the Supplement;

b. (1) verifying that the aggregate principal amount of ECP Notes described in each Issuance Request (together with the interest thereon), plus the aggregate principal amount of all ECP Notes then outstanding (together with the interest thereon), less the aggregate principal amount of any of the then Outstanding ECP Notes to be retired concurrently with the issuance of the ECP Notes described in the Issuance Request (including interest thereon), does not exceed the maximum principal amount of the ECP Notes authorized in section 2.01 of the Supplement to be outstanding at any one time (the "*Authorized Amount*"), and (2) assigning to each Issuance Request received from the University System a CUSIP number;

c. causing to be delivered an ECP Note on behalf of the University System upon receipt of instructions from an Authorized Representative, as to the series, principal amount, registered owner, Issue Date, Original Maturity Date, Extended Maturity Date, Original Rate and Extended Rate by way of data entry transfer to the DTC MMI Same Day Funds Settlement System ("*SDFS*"), and to receive from SDFS a confirmation receipt that such delivery was effected;

d. holding the amounts on deposit in the appropriate funds and accounts established pursuant to the Supplement separate from all other funds, accounts and subaccounts of the Issuing and Paying Agent, and applying such amounts in accordance with the terms hereof and of the Supplement;

e. upon a mandatory exchange of any ECP Note in connection with an extension of the Original Maturity Date by an Authorized Representative, the Issuing and Paying Agent shall do the following upon notice from the Authorized Representative or Dealer by [3:00 p.m.] on the Business Day prior to the Original Maturity Date (and in no event later than [11:00 a.m.] on the Original Maturity Date):

i. cause the original principal amount on such ECP Note to be zero in the SDFS to avoid a maturity principal payment on the Original Maturity Date;

ii. (a) notify DTC by no later than [11:30 a.m.] on the Original Maturity Date, (b) notify any Rating Agency then maintaining a rating on the ECP Notes by no later than [5:00 p.m.] on the Original Maturity Date, provided that the University System has given the Issuing and Paying Agent written notice of the name and contact information

for any such Rating Agency and (c) post a notice on EMMA by no later than [5:00 p.m.] on the Original Maturity Date, that the maturity of such ECP Note has been extended to the Extended Maturity Date specified in the extension notice from the Authorized Representative; and

iii. upon delivery of a holder's position on the original Commercial Paper Note to the Issuing and Paying Agent as a "free" delivery on the Original Maturity Date, (1) retire such Commercial Paper Note and (2) deliver a new Commercial Paper Note bearing interest at the Extended Rate from the Original Maturity Date to the Extended Maturity Date as a "free" delivery to the Dealer or such holder, as applicable, by 5:00 p.m. on the Original Maturity Date.

Notwithstanding the foregoing, the Issuing and Paying Agent may, from time to time, modify the above procedures to conform to DTC's operating procedures.

The Issuing and Paying Agent shall have no duty or responsibility to make any transfer of the proceeds of the sale of the ECP Notes, or to advance any moneys or effect any credit with respect to such proceeds or transfers unless and until the Issuing and Paying Agent has actually received the proceeds of the sale of the ECP Notes. Funds in the Note Payment Fund will be held by the Issuing and Paying Agent uninvested.

7. Payment. The Issuing and Paying Agent's duties and responsibilities in connection with the payment of the ECP Notes shall include:

a. upon presentment at maturity of a ECP Note, or prior redemption of a ECP Note that has been extended to its Extended Maturity Date, paying the principal of and interest on the ECP Note to the Owner thereof;

b. crediting amounts received from the University System for the payment of the principal of or interest on the ECP Notes to the related Series subaccount of the Note Payment Fund; and

c. keeping amounts on deposit in the Note Payment Fund separate from all other funds, accounts and subaccounts of the Issuing and Paying Agent, and utilizing such amounts in accordance with the terms hereof and of the Supplement.

By [1:00 p.m.] (New York, New York time) on the date that any principal or interest is due on any ECP Notes, the University System shall ensure that there shall have been transferred to the Issuing and Agent for deposit in the Note Payment Fund immediately available funds at least equal to the amount payable on such date. The Issuing and Paying Agent shall have no obligation to pay amounts due on the ECP Notes at their Original Maturity Date or Extended Maturity Date, as applicable, other than from funds received by the Issuing and Paying Agent from, or for the account of, the University System, from the proceeds of ECP Notes or refunding bonds issued in accordance with procedures established by the Master Resolution and a supplement to the Master Resolution.

8. Reserved.

9. Notice. The Issuing and Paying Agent's duties and responsibilities in connection with providing notification of certain matters described in the Supplement shall include:

a. notification by [5:00 p.m.] (New York, New York time) one Business Day prior to the Original Maturity Date and any Extended Maturity Date, if applicable, of any ECP Notes to the University System of the total amount due with respect to such maturing ECP Notes;

b. notification by [3:00 p.m.] (New York, New York time) on the Original Maturity Date and any Extended Maturity Date of any ECP Notes to the University System, if the proceeds of ECP Notes to be issued on such date, are insufficient to repay the maturity of such ECP Notes on the Original Maturity Date, which notification shall specify the amount of the deficiency;

c. monthly notification to the University System on the first Business Day of each month stating the amount of interest payable on ECP Notes during the prior month; and

d. any notification to be provided by the Issuing and Paying Agent as specified in the Supplement.

Unless otherwise agreed to by the Issuing and Paying Agent in writing, the notice requirements pursuant to this Section 9 shall be satisfied by granting the University System access to SPANS Online (as hereinafter defined).

10. SPANS Online. The University System and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online ("*SPANS Online*") instruction and reporting communication service to transmit instructions to the Issuing and Paying Agent or obtain reports with respect to the ECP Notes. The University System may, by separate agreement between the University System and one or more of its Dealers, authorize the Dealer to directly access SPANS Online for the purposes of transmitting instructions to the Issuing and Paying Agent or obtaining reports with respect to the ECP Notes. The University System acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. ("*SS&C*"), (ii) SPANS Online is provided to the University System "AS IS" without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to the University System in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the ECP Notes, the Issuing and Paying Agent will supply the University System with a customer identification number and initial passwords. The University System may thereafter change its passwords directly through SPANS Online. The University System will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by the Issuing and Paying Agent pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the ECP Notes directed thereby has been duly authorized by the University System.

The Issuing and Paying Agent shall incur no liability to the University System in acting hereunder upon instructions contemplated hereby which the Issuing and Paying Agent believed in good faith to have been given by an Authorized Representative or a Dealer, as the case may be. Instructions transmitted via SPANS Online shall be the equivalent to the giving of a duly authorized written instruction which the Issuing and Paying Agent may act upon without liability. In the event a discrepancy exists between any telephonic instructions and any other such instructions, the telephonic instructions as understood by the Issuing and Paying Agent will be deemed to control.

11. Representations and Warranties of the University System.

a. The University System represents and warrants to the Issuing and Paying Agent that this Agreement and the ECP Notes have been duly authorized, and that this Agreement, when executed, and the ECP Notes, when issued in accordance with the Issuance Requests and the Supplement, will be valid and enforceable special obligations of the University System according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable or general principles of equity which permit the exercise of judicial discretion.

b. The University System represents and warrants to the Issuing and Paying Agent that the issuance and delivery of the ECP Notes will not violate any state or federal law or cause a default under any other agreement by which the University System is bound and each ECP Note issued under this Agreement will be exempt from registration under the Securities Act of 1933, as amended.

c. The University System has obtained or made all authorizations and approvals of and all registrations and filings with governmental agencies and authorities necessary for the execution, delivery and performance by the University System of this Agreement and the ECP Notes, and such authorizations, approvals, registrations and filings, as the case may be, are in full force and effect.

Each Issuance Request to issue ECP Notes under this Agreement and the Supplement shall be deemed a representation and warranty by the University System as of the date thereof that such issuance conforms in all respects to the requirements of the Supplement and this Agreement, and that the representations herein are true and correct as if made on and as of such date.

12. Additional Information. Upon the reasonable request of the University System given at any time and from time to time, the Issuing and Paying Agent agrees promptly to provide the University System with information with respect to the ECP Notes, issued and paid hereunder. Such request shall be in written form and shall include the principal amount, date of issue, maturity date, interest rate and amount of interest, as applicable, of each ECP Note which has been issued or paid by the Issuing and Paying Agent, and for which the request is being made.

13. Compensation. The University System agrees to pay compensation for the Issuing and Paying Agent's services pursuant to this Agreement in accordance with the Issuing and Paying Agent's fee schedule, as amended from time to time, and to reimburse the Issuing and Paying Agent for related disbursements (including the reasonable fees and expenses of counsel). The University System shall

also reimburse the Issuing and Paying Agent for any fees and charges imposed by the Depository with respect to ECP Notes issued in book-entry form.

14. Liability. The University System agrees that the Issuing and Paying Agent shall not be liable for any losses, damages, liabilities or costs suffered or incurred by the University System or the Issuing and Paying Agent as a result of (a) the Issuing and Paying Agent's having duly executed Issuance Requests in good faith in accordance therewith and with the Supplement and this Agreement, except to the extent, if any, that such execution constitutes negligence by the Issuing and Paying Agent; (b) the Issuing and Paying Agent's improperly executing or failing to execute any Issuance Requests because of any material error contained in information provided by the University System to the Issuing and Paying Agent for the purpose of preparing such Issuance Request, failure of communications media or any other circumstances beyond the Issuing and Paying Agent's control; (c) the actions or inactions of DTC or any broker, dealer, consignee or agent not selected by the Issuing and Paying Agent; or (d) any other acts or omissions of the Issuing and Paying Agent (or of any of its agents, directors, officers, employees or correspondents) relating to this Agreement or the transactions or activities contemplated hereby, except to the extent, if any, that such other acts or omissions constitute negligence or willful misconduct by the Issuing and Paying Agent. The Issuing and Paying Agent's duties and obligations shall be determined solely by the express provisions of this Agreement, the Supplement and the Letter of Representations and the Issuing and Paying Agent shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied duties or covenants shall be read into any such document against the Issuing and Paying Agent. The Issuing and Paying Agent has no fiduciary or discretionary duties of any kind. The Issuing and Paying Agent shall not be required to ascertain whether any issuance or sale of ECP Notes (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the University System is a party (whether or not the Issuing and Paying Agent is a party to such other agreement). The Issuing and Paying Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Issuing and Paying Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall the Issuing and Paying Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Issuing and Paying Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. The Issuing and Paying Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, intrusions or attacks, power failures, earthquakes or other disasters. The Issuing and Paying Agent shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that the Issuing and Paying Agent determines, in its sole judgment, may expose it to liability or expense. The Issuing and Paying Agent may consult legal counsel selected by it concerning this Agreement or of its duties hereunder and shall incur no liability and, to the extent authorized by law, shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. The University System shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. The Issuing and Paying Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the funds held hereunder, without determination by the Issuing and Paying Agent of such court's jurisdiction in the matter. If any portion of the funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer,

conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Issuing and Paying Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Issuing and Paying Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated. If, at any time the Issuing and Paying Agent is unable to determine, to the Issuing and Paying Agent's sole satisfaction, the proper disposition of all or any portion of the funds held hereunder or the Issuing and Paying Agent's proper actions with respect to its obligations hereunder, then the Issuing and Paying Agent may, in its sole discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such uncertainty shall be resolved to the sole satisfaction of the Issuing and Paying Agent and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to the Issuing and Paying Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all funds held hereunder. This Section shall survive any termination of this Agreement, the issuance and payment of any ECP Notes and the resignation or removal of the Issuing and Paying Agent.

15. Indemnity. To the extent permitted by Texas law, the University System agrees to indemnify and hold the Issuing and Paying Agent, its employees and any of its officers, affiliates and agents harmless from and against, and none of them shall be liable for, any loss, damage, claim, liability, action, suit, judgment, demand, cost or expense (including reasonable attorney's fees and cost of defense) arising out of, or based upon the performance of the Issuing and Paying Agent's duties under this Agreement, including all costs and expenses incurred in connection with the enforcement of the University System's obligations hereunder; provided, however, that the University System shall not be liable to indemnify or pay the Issuing and Paying Agent or any of its officers, employees, affiliates or agents with respect to any loss, liability, action, suit, judgment, demand, damage, cost or expense that results from or is attributable to such party's negligence or willful misconduct. The provisions of this Section shall survive (i) the Issuing and Paying Agent's resignation or removal hereunder and (ii) the termination of this Agreement.

16. Termination. Subject to the terms of the Supplement, either the Issuing and Paying Agent or the University System may terminate this Agreement at any time, upon not less than sixty (60) days' prior written notice in the case of the Issuing and Paying Agent, and upon written notice in the case of the University System, to the other. No such termination shall affect the rights and obligations of the University System and the Issuing and Paying Agent which have accrued under this Agreement prior to termination. No termination can occur prior to a substitute Issuing and Paying Agent being appointed by the University System and assuming its duties under the Supplement. If no substitute Issuing and Paying Agent has been appointed at the end of the sixty (60) day period, then the Issuing and Paying Agent may petition a court of competent jurisdiction to make such appointment and the Issuing and Paying Agent shall be reimbursed for any and all expenses in connection with any such petition and appointment.

17. Addresses. Issuance Requests hereunder shall be (a) transmitted via SPANS Online (as hereinafter defined) or (b) mailed, (c) telephoned, (d) transmitted via email to the Issuing and Paying Agent at the address, telephone number or email address specified below, and shall be deemed delivered upon receipt by the Issuing and Paying Agent at the address, telephone number and/or email address specified below.

U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, New York 10005
Attention: Commercial Paper Operations
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

All notices, requests, demands and other communications hereunder (excluding Issuance Requests) shall be in writing and shall be deemed to have been duly given (a) upon delivery by hand (against receipt), (b) by email, (c) three days after such notice, request, demand or other communication is delivered to a United States Post Office certified mail (against receipt) or by regular mail (upon receipt) to the party and at the address set forth below or at such other address as a party may designate by written notice:

If to the University System:

Board of Regents of Texas Tech University System
1508 Knoxville Avenue
Lubbock, Texas 79409
Attention: Vice Chancellor and Chief Financial Officer
Telephone No.: (806) 742-9000
Email: james.mauldin@ttu.edu

If to the Issuing and Paying Agent:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, New York 10005
Attention: Denia Larios
Telephone: (212) 361-4383
E-Mail: denia.larios@usbank.com

In any case where it is provided in this Agreement that a copy of any instruction, demand or other notice is to be delivered to a Dealer, such copy shall be delivered to the appropriate Dealer, with all applicable Dealers provided for convenience, at the addresses set forth below by the same means as the original thereof shall have been given, provided that the failure of such copy to be given to any Dealer shall not invalidate or adversely affect the original thereof:

If to the Dealers:

BofA Securities, Inc.
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

J.P. Morgan Securities LLC
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

Loop Capital Markets LLC
[Dealer Address]
Attention: _____
Tel. No.: _____
Email: _____

18. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas; provided that the duties, responsibilities and obligations of the Issuing and Paying Agent shall be governed by the laws of the State of New York and as applicable, operating circulars of the Federal Reserve Bank, federal laws and regulations as amended, New York clearing House rules, and, to the extent not otherwise inconsistent with this Agreement, general commercial agent practices applicable to commercial paper issuance and payment.

19. Assignment, Modification and Amendment; Issuing and Paying Agent's Successor in Interest. This Agreement may not be assigned by either the University System or the Issuing and Paying Agent, and may not be modified, amended or supplemented except by a writing or writings duly executed by an Authorized Representative and the Issuing and Paying Agent. Any corporation or national banking association into which the Issuing and Paying Agent may be merged or converted, or with which it may be consolidated, or any corporation or national banking association resulting from any merger, consolidation or conversion to which the Issuing and Paying Agent shall be a party, or any corporation or national banking association succeeding to the corporate trust business of the Issuing and Paying Agent, shall be the successor of the Issuing and Paying Agent if such successor corporation or national banking association is otherwise eligible, without the execution or filing of any document or the undertaking of any further act on the part of the Issuing and Paying Agent or such successor corporation or national banking association.

20. State Law Verifications. The Issuing and Paying Agent represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Issuing and Paying Agent is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

The Issuing and Paying Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the

"Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Issuing and Paying Agent within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

The Issuing and Paying Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Issuing and Paying Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

21. Complete Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, statements, promises, inducements, negotiations and undertakings between the parties with respect to said subject matter are superseded hereby. In the event of any inconsistency between the provisions hereof and the Supplement, the provisions of the Supplement shall govern.

22. Defined Terms. Any capitalized terms not defined in this Agreement shall have the meaning assigned in the Supplement.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

24. Section Headings. Section headings in this Agreement are for convenience of reference only, shall not constitute part of this Agreement and shall not be used to construe the meaning or intent of the provisions hereof.

25. Waiver of Set-Off, Offset Lien or Counterclaims. The Issuing and Paying Agent hereby waives to the fullest extent possible under applicable law any and all rights of set-off, offset, lien or counterclaim it may have with respect to any amounts held by it in the Note Payment Fund by reason of any claim it may have against the University System or any other person.

26. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto and no other person shall acquire or have any right under or by virtue hereof.

27. **WAIVER OF JURY TRIAL**. EACH PARTY TO THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

28. **Identifying Information**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Issuing and Paying Agent requires documentation to verify its formation and existence as a legal entity. The Issuing and Paying Agent may ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The University System acknowledges that a portion of the identifying information set forth herein is being requested by the Issuing and Paying Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "*Act*"), and agrees to provide any additional information requested by the Issuing and Paying Agent in connection with the Act or any other legislation or regulation to which the Issuing and Paying Agent is subject, in a timely manner.

29. **Electronic Transmission, Electronic Signatures**. The Issuing and Paying Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "*Notice*") by electronic transmission (including by e-mail, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Issuing and Paying Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Issuing and Paying Agent) shall be deemed original signatures for all purposes. The University System assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Issuing and Paying Agent, including without limitation the risk of the Issuing and Paying Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Issuing and Paying Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Issuing and Paying Agent in lieu of, or in addition to, any such electronic Notice.

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

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____
Authorized Representative

Name: _____

Title: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

EXHIBIT A

Certificate Agreement

EXHIBIT B

DTC Letter of Representations

EXHIBIT C

Certificate of Authorized Representatives

We are the officers and employees of the Texas Tech University System (the "*University System*") as specified below. We are duly authorized pursuant to the "Twenty-Second Supplemental Resolution to the Master Resolution" adopted on [November 11], 2026 and as may be subsequently amended (the "*Supplement*") to act severally as an Authorized Representative (as defined in the Supplement) in connection with the issuance, from time to time, by the University System of extendable commercial paper notes (collectively, the "*ECP Notes*") in accordance with the Supplement. The specimen signature of each Authorized Representative is set forth beside their respective names.

Authorized Representatives	Title	Specimen Signature
		_____
		_____
		_____

Executed this ____ day of _____, 2026.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this _____ day of _____, 2026.

_____
Notary Public

(Notary Seal)

EXHIBIT D

Form of Issuance Request

Date

U.S. Bank Trust Company, National Association
BofA Securities, Inc.
J.P. Morgan Securities LLC
Loop Capital Markets LLC

Re: Issuance Request for issuance and sale of Texas Tech University System Revenue Financing System—Extendable Commercial Paper Mode, Series A Tax-Exempt. Series B Taxable [(Tax-Exempt) / (Taxable) - to be selected by the TTUS Authorized Representative]

You are hereby requested, instructed and authorized to issue, authenticate and deliver ECP Notes of the above referenced series in the principal amount(s) scheduled to mature and bearing interest upon receipt of the purchase price therefore from the identified purchaser(s), as shown in the attached Exhibit A hereto which is incorporated herein by reference and made a part of these instruction for all purposes. Terms capitalized but not otherwise defined hereon shall have the meaning ascribed to them in the Master Resolution Establishing the "Texas Tech University System Extendable Commercial Paper Financing Program (ECP)" adopted on November __, 2026 (the "*Master Resolution*").

Upon receipt of the proceeds of sale of the ECP Notes, the undersigned certifies that the same should be deposited and disbursed as follows:

$___	"Wire transfer for deposit to the Proceeds Fund: ABA#_____, {Bank Name}, _____Acct#_____, for credit to the TTUS Acct.#_____, the amount of $ for the purpose of financing Project Costs."
$___	Principal amount of ECP Notes Outstanding after this issuance.

The facts, estimates and reasonable expectations that are contained in Exhibit B to this instruction letter are incorporated herein and made a part of these instructions for all purposes. The undersigned, along with others is charged with responsibility for issuing the ECP Notes.

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____
Name: _____
Title: _____
Acting as a TTUS Authorized Representative

Cc: Mary Williams, Hilltop Securities Inc.
Ester Flores, Hilltop Securities Inc.
Mark Malveaux, McCall, Parkhurst & Horton L.L.P.
Abe Benavides, McCall, Parkhurst & Horton L.L.P.

Receipt of the Issuance Request and
Exhibits A and B thereto is hereby acknowledged:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A TO ISSUANCE REQUEST

TEXAS TECH UNIVERSITY SYSTEM

SCHEDULE TO INSTRUCTION LETTER*

Re: Issuance Request for issuance and sale of Board of Regents of Texas Tech University System Revenue Financing System—Extendable Commercial Paper Mode, Series A [(Tax-Exempt) / Series B (Taxable)]

ISSUE DATE: _____

CUSIP NO.: _____

Dealer(s): _____

Principal Amount: _____

Purchase Price: _____

Original Interest Rate: _____

Original Maturity Date: _____

Extended Maturity Date: _____

Denomination: _____

Issue Date: _____

Tax-Exempt or Taxable: _____

* Attach Issuance Report which contains the above information

EXHIBIT B TO ISSUANCE REQUEST

INSTRUCTIONS OF AUTHORIZED REPRESENTATIVE

I, the undersigned Authorized Representative, hereby provide the following instructions, representations and certifications to U.S. Bank Trust Company, National Association, as Issuing and Paying Agent for the "Board of Regents of Texas Tech University System Revenue Financing System Tax Exempt Extendable Commercial Paper Notes, Series B" and " Board of Regents of Texas Tech University System Revenue Financing System Taxable Extendable Commercial Paper Notes, Series B" (collectively, the "*ECP Notes*"), in connection with the issuance of such ECP Notes on the date indicated below. Capitalized terms used in this certificate which are not defined herein have the meanings ascribed to them in the "Twenty-Second Supplemental Resolution to the Master Resolution" adopted on [November 11], 2026, and as may be subsequently amended (collectively, the "*Supplement*") authorizing the issuance of the ECP Notes.

1. All action on the part of the University System necessary for the valid issuance of the ECP Notes now to be issued has been taken;
2. All provisions of State and federal law necessary for the valid issuance of this issuance of ECP Notes have been complied with;
3. The ECP Notes to be issued will be valid and enforceable special obligations of the University System according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable or general principles of equity which permit the exercise of judicial discretion;
4. After the issuance of the ECP Notes and the application of the Proceeds thereof, the sum of the aggregate principal amount of ECP Notes Outstanding will not exceed the Authorized Amount (as defined in the Issuing and Paying Agent Agreement);
5. To the University System's knowledge there has been no change in the facts, estimates, circumstances and representations of the University System set forth or made (as the case may be) in the Tax Certificate applicable to the ECP Notes;[1]
6. The Extended Maturity Date of the ECP Notes set forth in the Issuance Request does not extend beyond the Maximum Maturity Date;
7. The University System, has not been notified by Bond Counsel that its opinion with respect to the validity of the ECP Notes and the tax treatment of the interest thereon has been revised or withdrawn or, if any such revision or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered; [1]
8. To the actual knowledge of the University System, no Event of Default has occurred and is now continuing;
9. $_____ of ECP Note Proceeds shall be deposited into the appropriate account of the Construction Account;
10. $_____ of ECP Note Proceeds shall be deposited into the appropriate subaccount of the Note Payment Fund to pay interest currently due on maturing ECP Notes; and
11. All of the conditions precedent to the issuance of such ECP Notes set forth in the Supplement have been satisfied.

[1] Delete for Taxable Commercial Paper Notes.

Executed on _____, 20___.

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____
Name: _____
Title: _____
Acting as a TTUS Authorized Representative

Date of issuance of ECP Notes to which these instructions, representations and certifications relate: _____, 20___

EXHIBIT F

FORM OF DEALER AGREEMENT

DEALER AGREEMENT

Between

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

and

[DEALER]

Dated _____, 2026

Relating to

Board of Regents of Texas Tech University System Revenue Financing System
Tax Exempt and Taxable Extendable Commercial Paper Notes, Series B

This Dealer Agreement, dated _____, 2026 (the "Agreement"), is between the BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM (the "University System") and [_____] (the "Dealer"). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions.

(a) The University System has authorized the issuance and reissuance from time-to-time of its tax-exempt and taxable commercial paper notes (the "ECP Notes") pursuant to its "Twenty-Second Supplemental Resolution to the Master Resolution" adopted on [November 11], 2026 and as may be subsequently amended (collectively, the "Supplement").

(b) The Supplement provides for the appointment of commercial paper dealers to perform certain duties, including the offering and sale from time-to-time of the ECP Notes on behalf of the University System.

(c) The Dealer has agreed to accept the duties and responsibilities under this Agreement with respect to ECP Notes under the Supplement and this Agreement.

(d) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Supplement or in the Issuing and Paying Agent Agreement between the University System and U.S. Bank Trust Company, National Association dated as of _____, 2026 (the "Issuing and Paying Agent Agreement").

(e) All references to time in this Agreement shall refer to prevailing time in New York, New York.

Section 2. Appointment of Dealer.

(a) Subject to the terms and conditions contained herein, the University System hereby appoints [_____] as a Dealer for the ECP Notes, and [_____] hereby accepts such appointment.

(b) The Dealer shall act as non-exclusive Dealer with respect to the ECP Notes. The Dealer acknowledges that the University System may enter into agreements with other dealers in connection with the offering and sale of the ECP Notes on behalf of the University System as set forth in the Supplement; provided that the University System shall provide written notice to the Dealer five (5) Business Days' prior to entering into any such agreement.

Section 3. Responsibilities of Dealer.

(a) Subject to the terms and conditions set forth in this Agreement, the Dealer agrees to perform the duties and responsibilities set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. The Dealer shall use commercially reasonable efforts to solicit and arrange sales of the ECP Notes on behalf of the University System at such rates and maturities as may prevail from time to time in the market. The Dealer and the University System agree that any ECP Notes which the Dealer may arrange the sale of or which, in the Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Supplement, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Supplement or the Issuing and Paying Agent Agreement, the provisions of the Supplement and the Issuing and Paying Agent Agreement shall be controlling.

(b) Notwithstanding anything to the contrary contained herein, the Dealer:

(i) will suspend its efforts with respect to the offer or sale of the ECP Notes on behalf of the University System upon the receipt of notice of the occurrence of an Event of Default under the ECP Notes, the Supplement, or the Issuing and Paying Agent Agreement; and

(ii) may, in its sole discretion which shall not be unreasonable or arbitrarily exercised, suspend its efforts with respect to the offer or sale of the ECP Notes on behalf of the University System immediately upon the occurrence of any of the following events, which suspension may continue so long as such event continues to exist as to the ECP Notes (the Dealer agrees to give notice of its suspension of efforts promptly after such suspension occurs):

(1) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking or securities settlement or clearance services in New York is declared by either federal or New York State authorities;

(3) (i) the engagement by the United States in hostilities including, but not limited to, an escalation of hostilities, (ii) the occurrence of a material national or international calamity or crisis, or (iii) the occurrence of a material financial crisis, if, in each case, the effect of such engagement or occurrence, in the Dealer's reasonable judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the ECP Notes;

(4) legislation shall be introduced by committee, by amendment or otherwise, or enacted by the House of Representatives or the Senate of the Congress of the United States ("Congress"), or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the ECP Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the ECP Notes, as contemplated hereby;

(5) any event shall occur or information shall become known, which makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the Dealer by the University System in connection with the performance of the Dealer's duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority shall impose, as to the ECP Notes, or obligations of the general character of the ECP Notes, any material restrictions not now in force, or increase materially those now in force;

(7) any of the representations and warranties of the University System made in this Agreement shall not have been true and correct;

(8) the University System fails to observe any of the covenants or agreements made in this Agreement or if the Supplement or the Issuing and Paying Agent Agreement is no longer in full force and effect;

(9) any of the rating agencies then rating the ECP Notes shall either (i) downgrade the short-term ratings assigned to the ECP Notes which downgrade, in the Dealer's reasonable judgment, materially adversely affects the marketability of the ECP Notes, or (ii) suspend or withdraw the then current ratings assigned to the ECP Notes;

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes occurs, the effect of which, in the Dealer's reasonable judgment, makes it impractical to market the ECP Notes or to enforce contracts for the sale of the ECP Notes; or

(11) trading of any securities of the University System shall have been suspended on any exchange or in any over-the-counter market;

(12) any material adverse change in the financial markets generally which is, in the reasonable judgment of the Dealer, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or sale of the ECP Notes; or

(13) (i) legislation shall have been enacted by Congress, introduced in Congress or recommended to Congress for passage by the President of the United States or the United States Department of the Treasury (the "Treasury Department") or the Internal Revenue Service or any member of Congress or favorably reported for passage to either chamber of Congress by any Committee of such chamber to which such legislation has been referred for consideration or passed by either chamber of Congress, (ii) a decision shall have been rendered by a court of the United States or the United States Tax Court, or (iii) an order, ruling or communication (including a press release) shall have been issued by the Treasury Department or other agency with competent jurisdiction, in each case with respect to federal taxation upon revenues or other income derived by the University System or any similar body, or upon interest received on obligations of the general character of the Tax-Exempt Commercial Paper Notes, that in the judgment of the Dealer materially adversely affects the market for the Tax-Exempt Commercial Paper Note.

Section 4. Transactions in ECP Notes . All transactions in ECP Notes between the Dealer and the University System shall be in accordance with the Supplement, the Issuing and Paying Agent Agreement, this Agreement and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Supplement. As early as possible, but not later than [2:30 p.m.] on the day on which any ECP Note is to be issued, the Dealer shall notify the University System of the proposed Original Maturity Dates, prices and interest rates (which interest rates shall not exceed the Maximum Interest Rate as defined in the Supplement) at which the Dealer will purchase or cause the purchase of the ECP Notes, and provide the University System with any other information as required for delivery of such ECP Notes. Except as described below, the Dealer shall not be obligated to purchase or cause the purchase of any ECP Notes unless and until agreement has been reached by the University System and the Dealer in each case on the foregoing points and the Dealer has agreed to such purchase. Not later than [2:30 p.m.] on the date of each transaction the Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the University System and the Issuing and Paying Agent of the difference, if any, between the principal amount of maturing ECP Notes and the principal amount of ECP Notes which the Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the University System) and in writing to the University System and the Issuing and Paying Agent pursuant to the requirements of Section 14(a) hereof.

In connection with a mandatory exchange of any Commercial Paper Note pursuant to Section 2.07 of the Supplement in connection with an extension of the Original Maturity Date by the University System, the Dealer shall do the following:

a) Inform the Holder of the ECP Note to deliver its position on the original CUSIP number to the Issuing and Paying Agent as a free delivery on the Original Maturity Date in exchange for a new ECP Note bearing interest at the Extended Rate from the Original Maturity Date to the Extended Maturity Date as a free delivery to the Holder on the Original Maturity Date; and

b) Follow up with Holders with respect to any unpresented position on the original CUSIP number until final retirement of that position.

Section 5. Payment for ECP Notes . The Dealer shall pay for the ECP Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by [2:00 p.m.] on the Business Day such ECP Notes are delivered to the Dealer (provided that such ECP Notes are so delivered to the Dealer by [12:30 p.m.] on such Business Day). All Tax Exempt Commercial Paper Notes will be sold at par, while Taxable Commercial Paper Notes may be sold at par or at a discount, and each ECP Note will be evidenced either by (i) a global Master ECP Note immobilized with The Depository Trust Company of New York or (ii) ECP Notes in the form attached to the Supplement.

Section 6. Authorized Representative. ECP Note transactions with the University System, pursuant to Section 4 hereof, shall be with any one of the officers or employees of the University System who are designated as an Authorized Representative by certificate signed by the Authorized Representative. The initial written designation of the Authorized Representatives is appended hereto as Appendix A. By approving this Agreement, the University System approves the designation of the individuals named in Appendix A to act as Authorized Representatives for all purposes under the Supplement. The University System agrees to provide the Dealer with revised written designations in the form of Appendix A when and as required by changes in the Authorized Representatives. The Dealer may rely upon such designation unless and until otherwise notified in writing by the University System.

Section 7. Resignation and Removal of Dealer. The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the University System and the Issuing and Paying Agent with sixty (60) days' prior written notice or, if earlier, on the date that a replacement Dealer has been appointed by the University System if the University System in its sole discretion elects to appoint a replacement Dealer. The Dealer may be removed at any time, at the direction of the University System upon seven (7) days' prior written notice to the Dealer and the Issuing and Paying Agent. The Dealer shall assign and deliver this Agreement to its successor if requested by the University System.

Section 8. Furnishing of Disclosure Materials.

(a) Prior to the first issuance of ECP Notes under the Supplement, the University System agrees to furnish the Dealer with as many copies as the Dealer may reasonably request of

the offering memorandum of the University System relating to the ECP Notes (the "Offering Memorandum"), and such other information with respect to the University System and the ECP Notes as the Dealer may reasonably request from time to time.

(b) The University System agrees to cooperate in the preparation from time-to-time of a new Offering Memorandum of the University System for the ECP Notes in the event the Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the University System of the ECP Notes, and to furnish or to cause to be furnished to the Dealer as many copies of such new Offering Memorandum as the Dealer may request.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to either party that might affect the correctness or completeness of any statement of a material fact contained in the then current Offering Memorandum (including information incorporated therein by reference), such party shall promptly notify the other in writing of the circumstances and details of such event. The University System agrees to promptly furnish to the Dealer a copy of each filing or notice made to anyone (whether in connection with the ECP Notes or not) pursuant to any undertaking or other agreement of the University System made under any provision of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

Section 9. Indemnification and Contribution. To the extent permitted by Texas law, the University System agrees to indemnify the Dealer and to hold the Dealer harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of, or based upon, any allegation that any of the information provided by the University System to the Dealer pursuant to this Agreement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein not misleading in light of circumstances under which they were made.

Section 10. Fees and Expenses. In addition to any fees paid by the University System in connection with the creation of the commercial paper program pursuant to which the ECP Notes shall be issued, as compensation to the Dealer hereunder, the University System agrees to pay to the Dealer during each calendar year a fee equal to [__]% times the principal amount of the ECP Notes outstanding, times the number of days such ECP Notes shall be Outstanding, divided by 365 or 366 days (as appropriate), payable quarterly (for quarters ending March 31, June 30, September 30 and December 31, commencing with the quarter ending _____, 2026) in arrears on the first day of each January, April, July and October.

Section 11. Representations, Warranties, Covenants and Agreements of the University System. The University System, by its acceptance hereof, represents, warrants, covenants, and agrees with the Dealer that:

(a) it is a state agency and institution of higher education created and functioning under the Constitution and laws of the State of Texas;

(b) it has full power and authority to take all actions required or permitted to be taken by the University System by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the University System is a party;

(c) it has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize (i) the execution, delivery and performance of this Agreement, the Supplement and any other instrument or agreement to which the University System is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the current Offering Memorandum;

(d) it will provide the Dealer at its address set forth below, within six months of the end of each fiscal year, a copy of its annual audited financial statements for that fiscal year;

(e) it will promptly notify the Dealer by electronic means, if possible, and, if not possible, by other communication made in writing, of any material adverse changes that may affect the offering and sale on behalf of the University System of the ECP Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an Event of Default under the ECP Notes, the Supplement or the Issuing and Paying Agent Agreement;

(f) Offering Memoranda and supplements, amendments and updates to any thereof, furnished by the University System and used by the Dealer (including amendments, supplements and replacements thereof), until such time as they shall have been subsequently amended, updated or replaced, shall not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(g) it will provide to the Dealer within two (2) Business Days of the execution of any credit or liquidity facility agreement related to the ECP Notes or amendment thereto including any extension of any such facility, a copy of such executed agreement or amendment;

(h) the ECP Notes are not required to be registered under the Securities Act of 1933, as amended, and no indenture in respect of the ECP Notes is required to be qualified under the Trust Indenture Act of 1939, as amended; (i) no consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the United States Securities and Exchange Commission, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the ECP Notes or the Issuing and Paying Agent Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the ECP Notes; and

(i) each issuance of ECP Notes by the University System (including each "rollover" of the ECP Notes) shall be deemed a representation and warranty by the University System to the Dealer, as of the date thereof, that, after giving effect to such issuance, (i) the representations and warranties given by the University System set forth above in this Section 11 remain true and correct in all material respects on and as of such date as if made on and as of such

date, (ii) the ECP Notes being issued on such date have been duly authorized and when issued as provided in the Issuing and Paying Agent Agreement and the Supplement will constitute legal, valid and binding obligations of the University System, enforceable against the University System in accordance with their terms, subject to principles of governmental immunity of political subdivisions and to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), (iii) since the date of the then current Offering Memorandum (including information incorporated therein by reference), there has been no material adverse change in the condition (financial or otherwise), operations or business prospects of the University System that has not been disclosed to the Dealer in writing and (iv) the University System are not in default with respect to any of its obligations hereunder or under the Commercial Paper Notes, the Issuing and Paying Agent Agreement or the Supplement.

Section 12. Term of Agreement. This Agreement shall become effective on the date hereof and shall continue in full force and effect until the Maximum Maturity Date of the ECP Notes, as defined in the Supplement, subject to the right of suspension and termination as provided herein.

Section 13. Dealing in ECP Notes by the Dealer; No Obligation to Purchase ECP Notes. (a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the ECP Notes, including, without limitation, any ECP Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the University System and may act as depositary, account party, or agent for any committee or body of owners of the ECP Notes or other obligations of the University System as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the ECP Notes or to obligate the Dealer to purchase any ECP Notes for its own account at any time.

Section 14. Miscellaneous. (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Dealer:

_____
_____
_____
Attention: _____
Telephone: _____
E-Mail: _____

The University System:

Board of Regents of Texas Tech University System
1508 Knoxville Avenue
Lubbock, Texas 79409
Telephone No.: (806) 742-9000
Attention: James Mauldin, Vice Chancellor and CFO
E-Mail: James.Mauldin@ttu.edu

The Issuing and Paying Agent:

U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, New York 10005
Attention: Commercial Paper Operations
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall not include any purchaser of any of the ECP Notes merely because of such purchase. No owner of the ECP Notes or other third party shall have any rights or privileges hereunder.

(c) All of the representations and warranties of the University System and the Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Dealer or the University System, (ii) the offering and sale of and any payment for any ECP Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except that the duties and obligations of the Dealer shall be governed by the laws of the State of New York. Each party hereto irrevocably waives, if and to the extent permitted by applicable law, any and all right to a trial by jury in any action, suit or legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

(h) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 15. Relationship of Parties. The University System acknowledges and agrees that (i) the offer and sale of the ECP Notes pursuant to this Agreement is an arm's length commercial transaction between the University System and the Dealer, (ii) in connection with such transaction, the Dealer is acting solely as a principal and not as a fiduciary of or financial advisor to the University System, (iii) the Dealer is not acting as a Municipal Advisor (as defined in Section 17B of the Securities Exchange Act of 1934, as amended), (iv) the Dealer has not assumed a fiduciary responsibility in favor of the University System with respect to the offer or sale of the ECP Notes or the process leading thereto (whether the Dealer, or any affiliate of the Dealer, has advised or is currently advising the University System on other matters) or any other obligation to the University System except the obligations expressly set forth in this Agreement, (v) the Dealer has financial and other interests that differ from those of the University System, (vi) the University System has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offer and sale of the ECP Notes; and (vii) the only obligations the Dealer has to the University System with respect to the transactions contemplated hereby are expressly set forth in this Agreement. The University System further acknowledges that the Dealer may not be able to perform some of the services the University System may request of the Dealer from time to time in connection with the Dealer's engagement as a dealer of the ECP Notes to the extent that such services would cause the Dealer to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (Sept. 20, 2013) implementing Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act.

Section 16. State Law Verifications. The Dealer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dealer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

The Dealer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dealer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 17. Interested Parties Form Exemption. The Dealer represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Dealer is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BOARD OF REGENTS OF TEXAS TECH UNIVERSITY SYSTEM

By: _____

Name: James Mauldin

Title: Vice Chancellor and Chief Financial Officer

[DEALER]

By: _____

Name: _____

Title: _____

APPENDIX A

CERTIFICATE OF AUTHORIZED REPRESENTATIVES

We are the officers and employees of the Texas Tech University System (the "*University System*") as specified below. We are duly authorized pursuant to the "Twenty-Second Supplemental Resolution to the Master Resolution" adopted on November 11, 2026, and as may be subsequently amended (the "*Supplement*") to act severally as an Authorized Representative (as defined in the Supplement) in connection with the issuance, from time to time, by the University System of extendable commercial paper notes (collectively, the "*ECP Notes*") in accordance with the Supplement. The specimen signature of each Authorized Representative is set forth beside their respective names.

Authorized Representatives	Title	Specimen Signature
		_____
		_____
		_____

Executed this ____ day of _____, 2026.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this _____ day of _____, 2026.

_____
Notary Public

(Notary Seal)

ATTACHMENT 3
(ACS item 1)

Angelo State University

Core curriculum, 42 semester credit hours

Communication (6 semester credit hours)	
ENGL 1301	English Composition
ENGL 1302	Writing Across the Curriculum
ENGL 2311	Introduction to Technical and Business Writing

Mathematics (3 semester credit hours)	
MATH 1314	College Algebra
MATH 1316	Trigonometry with Analytic Geometry
MATH 1324	Finite Mathematics I
MATH 1332	Introduction to Contemporary Mathematics
MATH 1342	Elementary Statistics
MATH 1350	Fundamental Mathematics for Elementary and Middle School Teachers
MATH 2312	Precalculus
MATH 2412	Precalculus
MATH 2413	Calculus I

Life and Physical Sciences (6 semester credit hours)	
BIOL 1108	Human Biology Laboratory
BIOL 1109	Man and the Environment Lab
BIOL 1306	Principles of Biology I
BIOL 1307	Principles of Biology II
BIOL 1308	Human Biology
BIOL 1309	Man and the Environment
BIOL 2323	Human Anatomy
BIOL 2324	Human Physiology
CHEM 1305	Elements of Chemistry
CHEM 1311	General Chemistry I
CHEM 1312	General Chemistry II
CHEM 1405	Elements of Chemistry with lab
GEOG 1101	Physical Geography Lab
GEOG 1301	Physical Geography
GEOL 1301	Earth Science
GEOL 1303	Physical Geology
GEOL 1304	Historical Geology
GEOL 1347	Meteorology
HSP 2301	Human Anatomy and Physiology I
HSP 2302	Human Anatomy and Physiology II
HSP 2401	Human Anatomy and Physiology I with Lab
HSP 2402	Human Anatomy and Physiology II with Lab
PHYS 1103	Stellar Astronomy Lab
PHYS 1104	Solar System Astronomy Lab
PHYS 1301	General Physics I
PHYS 1302	General Physics II
PHYS 1303	Fundamentals of Astronomy
PHYS 1304	Astronomy of the Solar System
PHYS 2325	Fundamentals of Physics I
PHYS 2326	Fundamentals of Physics II
PS 1115	Introduction to Physical Science I Lab
PS 1117	Introduction to Physical Science II Lab
PS 1315	Introduction to Physical Science I
PS 1317	Introduction to Physical Science II

Language, Philosophy and Culture (3 semester credit hours)	
CUL 2323	World Cultures
ENGL 2321	Introduction to British Literature
ENGL 2322	British Literature I
ENGL 2323	British Literature II
ENGL 2326	Introduction to American Literature
ENGL 2329	Introduction to Literary Studies
ENGL 2331	Introduction to World Literature
ENGL 2341	Forms of Literature
HIST 2311	Western Civilization I
HIST 2312	Western Civilization II
HIST 2321	World Civilizations I
HIST 2322	World Civilizations II
PHIL 1301	Introduction to Philosophy
PHIL 2306	Introduction to Ethics

Creative Arts (3 semester credit hours)	
ARTS 1301	Intro to Art
ARTS 1302	Primary Art
ARTS 1303	Art History I
ARTS 1304	Art History II
HONR 2302	Great Works in the Arts
MUSI 1306	Introduction to Music
MUSI 1310	American Popular Music
MUSI 1313	Survey of Rock and Roll
TH 1310	Introduction to Dramatic Art

American History (6 semester credit hours)	
HIST 1301	History of the United States to 1865
HIST 1302	History of the United States, 1865 to present

Government/Political Science (6 semester credit hours)	
POLS 2305	Federal Government
POLS 2306	Texas Government

Social and Behavioral Sciences (3 semester credit hours)	
AGEC 2317	Intro Ag Economics and Business
BUSI 2321	Money Management and Professional Readiness
ECON 2301	Principles of Macroeconomics
ECON 2302	Principles of Microeconomics
ENGR 2318	Sustainable Development Principles
GEOG 2305	Fundamentals of Geography
POLS 2304	Introduction to Political Science
PSY 2301	General Psychology
PSY 2315	Psychology of Adjustment
SOC 1301	Introduction to Sociology
SOC 1306	Social Problems

Component Area Option (6 semester credit hours)	
BIOL 1106	Principles of Biology I Lab (Option B)
BIOL 1107	Principles of Biology II Lab (Option B)
BIOL 2123	Human Anatomy Lab (Option B)
BIOL 2124	Human Physiology Lab (Option B)
CHEM 1105	Elements of Chemistry Lab (Option B)
CHEM 1111	General Chemistry I Laboratory (Option B)
CHEM 1112	General Chemistry II Laboratory (Option B)
COMM 1315	Public Speaking (Option A)
GEOL 1101	Earth Science Lab (Option B)
GEOL 1103	Physical Geology Lab (Option B)
GEOL 1104	Historical Geology Lab (Option B)
GS 1181	Freshman Seminar (Option B)
HSP 2101	Human Anatomy and Physiology I Lab (Option B)
HSP 2102	Human Anatomy and Physiology II Lab (Option B)
PHYS 1101	General Physics I Lab (Option B)
PHYS 1102	General Physics II Lab (Option B)
PHYS 2125	Fundamentals of Physics I Lab (Option B)
PHYS 2126	Fundamentals of Physics II Lab (Option B)

Midwestern State University

Core curriculum, 42 semester credit hours

Communication (6 semester credit hours)	
ENGL 1143	Introduction to Critical Reading and Academic Writing
ENGL 1153	Introduction to Reading and Writing about Culture
ENGL 2123	Rhetoric of Visuals and Infographics (also Component Area Option)
ENGL 2203	Introduction to Professional Writing
MCOM 1603	Writing for the Digital World
MCOM 2403	Social Media
SPCH 1133	Fundamentals of Speech Communication
SPCH 2423	Interpersonal Communication

Mathematics (3 semester credit hours)	
MATH 1053	Contemporary Mathematics
MATH 1203	Mathematical Analysis for Business
MATH 1233	College Algebra
MATH 1433	Plane Trigonometry
MATH 1534	Precalculus
MATH 1634	Calculus I

Life and Physical Sciences (6 semester credit hours)	
BIOL 1013	Introduction to Human Biology
BIOL 1023	Introduction to Global Biology
BIOL 1114	Life I: Molecular and Cellular Concepts
BIOL 1134	Anatomy and Physiology I
BIOL 1214	Life II: Evolution and Ecology
BIOL 1234	Anatomy and Physiology II
CHEM 1103	Introductory Chemistry
CHEM 1143	General Chemistry I
CHEM 1243	General Chemistry II
CHEM 1303	General-Organic-Biological Chemistry
ENSC 1114	Foundations of Environmental Science
GEOS 1134	Physical Geology
GEOS 1234	Historical Geology
GNSC 1104	Life/Earth Science
GNSC 1204	Physical Science
PHYS 1144	College Physics I
PHYS 1244	College Physics II
PHYS 1533	Descriptive Astronomy
PHYS 1624	University Physics I
PHYS 2644	University Physics II

Language, Philosophy and Culture (3 semester credit hours)	
ENGL 2413	World Literature I
ENGL 2423	World Literature II
ENGL 2613	Survey of American Literature I
ENGL 2623	Survey of American Literature II
ENGL 2813	Survey of English Literature I
ENGL 2823	Survey of English Literature II
FREN 1134	Elementary French
GERM 1134	Elementary German
HIST 1353	World Civilizations to 1500 (also Component Area Option)
HIST 1453	World Civilizations since 1500 (also Component Area Option)
HUMN 2013	Humanities: Classics of the Ancient World (also Component Area Option)
HUMN 2023	Humanities: Medieval Religious Contexts (also Component Area Option)
HUMN 2033	Humanities: Renaissance through Realism (also Component Area Option)
HUMN 2043	Humanities: Cultural Modernisms and Postmodernisms (also Component Area Option)
PHIL 1033	Introduction to Philosophy
PHIL 2033	Ethics
PHIL 2133	Political Philosophy
PHIL 2213	Asian Philosophy and Religion
PHIL 2333	Philosophy of Religion
PHIL 2503	Ancient and Medieval Philosophy (also Component Area Option)
SPAN 1134	Elementary Spanish I

Creative Arts (3 semester credit hours)	
ART 1413	Art Appreciation
MCOM 2213	Appreciation of Film
MUSC 1033	The Appreciation of Music
MUSC 1043	American Popular Music: The Musical Melting Pot of the World (also Component Area Option)
MUSC 2733	Introduction to Western and World Music (also Component Area Option)
THEA 1103	Acting for Everyone (also Component Area Option)
THEA 1503	Appreciation of Theatre (also Component Area Option)
THEA 2423	Dramatic Analysis

American History (6 semester credit hours)	
HIST 1133	Survey of American History to 1865
HIST 1233	Survey of American History since 1865

Government/Political Science (6 semester credit hours)	
POLS 1333	American and Texas Government I
POLS 1433	American and Texas Government II

Social and Behavioral Sciences (3 semester credit hours)	
COUN 2023	Human Development
ECON 1333	General Economics
ECON 2333	Macroeconomic Principles
HSHS 1023	Understanding Community and Public Health (also Component Area Option)
PSYC 1103	General Psychology
SOCL 1133	Introductory Sociology

Component Area Option (6 semester credit hours)	
ART 1613	Ceramics for Non-Majors
BUAD 1033	Foundations of Business
CMPS 1023	The Digital Culture
CMPS 1044	Computer Science I
COUN 2143	Human Experiences
EDUC 2013	School and Society
GERM 1234	Elementary German
GLBS 2503	Introduction to Global Studies
HSHS 1013	Global Health and Wellness
HSHS 2013	Inquiry into Holistic Human Wellness
MCOM 1233	Mass Media and Society
MCOM 2523	The Internet and Society
MCOM 2833	Web Site Design
MWSU 2003	Creative Inquiry: Interdisciplinary Thinking
PHIL 2513	Modern and Contemporary Philosophy
POLS 2523	Foundations of Government and Politics
SCIE 2103	Understanding Science, Engineering and Technology
SOCL 1143	Sociological Inquiry
SOCL 2233	Global Social Problems
SPAN 1234	Elementary Spanish II

Texas Tech University

Core curriculum, 42 semester credit hours

Communication (6 semester credit hours)	
ENGL 1301	Essentials of College Rhetoric
ENGL 1302	Advanced College Rhetoric

Mathematics (3 semester credit hours)	
MATH 1300	Contemporary Mathematics (also Component Area Option)
MATH 1320	College Algebra (also Component Area Option)
MATH 1321	Trigonometry (also Component Area Option)
MATH 1330	Introductory Mathematical Analysis I (also Component Area Option)
MATH 1331	Introductory Mathematical Analysis II (also Component Area Option)
MATH 1350	Analytical Geometry (also Component Area Option)
MATH 1420	College Algebra with Review (also Component Area Option)
MATH 1430	Introductory Mathematical Analysis I with Review (also Component Area Option)
MATH 1451	Calculus I with Applications (also Component Area Option)
MATH 1452	Calculus II with Applications (also Component Area Option)
MATH 1550	Precalculus (also Component Area Option)
MATH 2300	Statistical Methods (also Component Area Option)
MATH 2345	Introductory Statistics with Applications to Business (also Component Area Option)
MATH 2370	Elementary Analysis I (also Component Area Option)
MATH 2371	Elementary Analysis II (also Component Area Option)

Life and Physical Sciences (6 semester credit hours)	
ANSC 1401	General Animal Science
ANTH 2300	Biological Anthropology
ASTR 1400	Solar System Astronomy
ASTR 1401	Stellar Astronomy
ATMO 1300	Introduction to Atmospheric Science
BIOL 1305	Ecology and Environmental Problems
BIOL 1401	Biology of Plants
BIOL 1402	Biology of Animals
CHEM 1301	Introductory Chemistry
CHEM 1305	Chemical Basics
CHEM 1306	Chemistry That Matters
CHEM 1307	Principles of Chemistry I
CHEM 1308	Principles of Chemistry II
GEOG 1401	Global Environmental Science
GEOL 1303	Our Planet Earth: Principles of Geology
HONS 2406	Honors Integrated Science II
NRM 1401	Introduction to Natural Resources Management
NS 1410	Science of Nutrition
PHYS 1401	Physics for Nonscience Majors
PHYS 1403	General Physics I
PHYS 1404	General Physics II
PHYS 1406	Physics of Sound and Music
PHYS 1408	Principles of Physics I
PHYS 2401	Principles of Physics II
PSS 1411	Principles of Horticulture
PSS 2401	Introductory Entomology
ZOOL 2403	Anatomy and Physiology I

Language, Philosophy and Culture (3 semester credit hours)	
ANTH 2306	Anthropology at the Movies
ARCH 2311	History of World Architecture I
CLAS 2302	Classical Mythology
CLAS 2303	Sports and Public Spectacles
CLAS 2304	Prophets, Warriors, Poets
CMLL 2305	Introduction to Language and Culture
CMLL 2306	Introduction to World Cinema
COMS 2310	Communication and Pop Culture
ENGL 2307	Introduction to Fiction
ENGL 2351	Introduction to Creative Writing
ENGL 2381	Fantasy and Sci-Fi
ENGL 2382	Heroes and Anti-Heroes
ENGL 2383	Bible as Literature
ENGL 2388	Introduction to Film Studies
ENGL 2391	Introduction to Literary Studies
ENGR 2392	Engineering Ethics and Impact on Society
FREN 2390	French Culture
HIST 1300	Western Civilization I
HIST 1301	Western Civilization II
HIST 2322	World History to 1500
HIST 2323	World History since 1500
HONS 1301	Honors First-Year Seminar in Humanities
HUM 1300	Humanities in the 21st Century
HUM 2301	Introduction to Global Humanities I
HUM 2302	Introduction to Global Humanities II
ITAL 2307	Italian Culture
IVPA 2301	Critical Issues in Arts and Culture
LARC 2302	History of Landscape Architecture
MCOM 2330	Media Literacy
PHIL 2300	Beginning Philosophy
PHIL 2320	Introduction to Ethics
PHIL 2322	Business Ethics
PHIL 2330	Science and Society
PHIL 2350	World Religions and Philosophy
RUSN 2304	Russian Culture
SPAN 2300	Social Change in the Hispanic World
WS 2300	Introduction to Women's Studies

Creative Arts (3 semester credit hours)	
ANSC 2310	Horses in World Art
ARCH 2315	History of World Architecture II
ART 1309	Global Art and Visual Culture
ARTH 1301	Art History Survey I
ARTH 2302	Art History Survey II
DAN 2301	Cultural Foundations of Dance
DAN 2303	Dance Appreciation
DAN 2313	Dance Histories: 1850 to Present
ENGL 2305	Introduction to Poetry
HONS 1304	Honors First-Year Seminar in Fine Arts
IVPA 2303	Arts for K-8 Teachers
LARC 1302	Introduction to Landscape Architecture
MCOM 2301	Visual Storytelling
MUHL 1308	Music in Western Civilization
MUHL 2304	History of Jazz
MUHL 2307	Music and Globalization
MUHL 2308	Musics of Latin America
MUHL 2310	History of Rock and Roll
MUSI 1300	Creating the Critical Listener
MUSI 2301	Essential Elements of Music
MUSI 2309	Survey of Pop Music
MUTH 1300	Songwriting
PHIL 2340	Meaning and Value in the Arts
THA 2301	Introduction to Acting
THA 2303	Theatre Appreciation
THA 2304	Introduction to Cinema

American History (6 semester credit hours)	
HIST 2300	History of the U.S. to 1877
HIST 2301	History of the U.S. since 1877
HIST 2310	History of Texas

Government/Political Science (6 semester credit hours)	
POLS 1301	American Government
POLS 2306	Texas Politics and Topics

Social and Behavioral Sciences (3 semester credit hours)	
AAEC 1301	Economics, Ecology, and Ethics
AAEC 2305	Fundamentals of Agricultural and Applied Economics
ADRS 2310	Understanding Drinking, Drug, and Addictive Behavior
ANTH 2301	Introduction to Archaeology
ANTH 2302	Introduction to World Culture and Ethnography
ARCH 1311	Design, Environment, and Society
CLAS 2305	Ancient Technology
CLAS 2335	Classical Archaeologies
COMS 1301	Interpersonal Communication
COMS 1310	Fundamentals of Communication
ECO 2301	Principles of Economics I
ECO 2302	Principles of Economics II
ECO 2305	Principles of Economics
EDTP 2301	The Education Effect
ENGL 2370	Introduction to Language
EPSY 2301	iGeneration
GEOG 2300	Introduction to Human Geography
GEOG 2351	Regional Geography of the World
HONS 1303	Honors First-Year Seminar in Social Sciences
ID 2383	Environment and Behavior
IE 2324	Engineering Economic Analysis
IVPA 2310	Social and Scientific Issues in the Arts
MCOM 1300	Foundations of Media and Communication
MCOM 1301	Digital and Social Media
PFI 1305	Life, Love, and Money
PSY 1300	General Psychology
SOC 1301	Introduction to Sociology
SOC 1320	Current Social Problems

Component Area Option (6 semester credit hours)	
AAEC 2301	Agricultural Statistics
CARS 2300	Communication, Civility, and Ethics
CHE 2306	Exposition of Technical Information
COMS 2300	Public Speaking
COMS 2358	Speaking for Business
EDIT 2318	Computing and Information Technology
ENGR 2331	Professional Communication for Engineers
IVPA 1302	Global Communications
MCOM 2310	Business and Professional Communication
PHIL 2310	Logic
PSY 2400	Statistical Methods

ATTACHMENT 4
(Consent item aa.)

REVISED 11-5-2026
(Attachment 4)

Summary of legal updates impacting Texas Tech University System 403(b) Plans:

- Hardship distributions: The Bipartisan Budget Act of 2018 and subsequent regulations changed the hardship rules applicable to 403(b) plans, including:
    - elimination of the six-month suspension of elective deferrals following a hardship distribution;
    - expansion of amounts potentially available for hardship distributions to include QNECs and QMACs;
    - revised safe-harbor hardship expense rules; and
    - other changes reflected in the 2019 final hardship regulations.

  There is an important 403(b)-specific limitation: earnings on 403(b) elective deferrals remain unavailable for hardship distribution, because Congress did not make the corresponding amendment to Code §403(b)(11).

- SECURE Act RMD changes: The SECURE Act of 2019 made two major changes reflected in Cycle 2:
    - increased the required beginning date age from 70½ to 72; and
    - substantially revised the post-death RMD rules for designated beneficiaries under §401(a)(9), including the new beneficiary-distribution regime created by SECURE Act §401.

Other clarification changes in the ORP Adoption Agreement (AA):

- Section 7(n) of AA: Tightened up the wording to clarify that the only employees eligible are those that elect out of TRS.
- Section 25 of AA: Described the Employer Nonelective Contribution percentage more generally to reference the Texas Optional Retirement Program since the percentage required by the Program can change. Also, we checked the box for "(a) Discretionary" so that the document has flexibility in case that the Fixed rate in (b)(1) is not definite enough.
- Section 30 of AA: For additional flexibility, added that forfeitures can be used to pay plan expenses.
- Section 39(d) of AA: Deleted the restriction that terminated employees could not receive a distribution until attaining age 70 ½. This restriction in the current document appears to be an error and was meant to be the in-service distribution provision in Section 40(b)(2).
- Section 40(b)(2) of AA: Added that in-service distributions can be made if employee attains age 70 1/2, which has been the actual plan administration.

Discretionary Administrative Modifications to Tax-Deferred Account Program

- Allow rollovers of non-Roth IRAs to Program
- Delete 15-year catch-up deferral option
    - This option has rarely been used and is too difficult to administer
    - The age 50 catch up provision is still available and is deemed to be a sufficient option for participants

ATTACHMENT 5
(Consent item cc.)

Texas Tech University System

INVESTMENT POLICY STATEMENT

Mission Driven Investment Fund(s)

Date adopted: 08-15-25

Section 1 Introduction.

This policy statement shall guide the investment of donor and/or institutional funds known as the Mission Driven Investment Funds ("MDIFs"). As a pooled fund, or series of independent pooled funds, for the collective investment of any donor gifted and institutional funds, quasi-endowments will be established by the respective component institution. The MDIFs consists of investments that are focused on advancing the overall mission of the institution as the primary objective with returns being a secondary consideration. This includes Student Managed Investment Funds ("SMIF") and any other funds reviewed and approved by the MDIF Advisory Committee for TTUS and any Component.

Section 2 Roles and Responsibilities.

2.1 **Board of Regents (the "Board").** The Board, through the Finance and Investment Committee ("FI Committee") will approve the investment policy, contribution limits and monitor performance. The Board grants the authority to manage the MDIF in accordance with this policy to the Vice Chancellor and Chief Financial Officer of the Texas Tech University System ("TTUS").

2.2 **Vice Chancellor and Chief Financial Officer of TTUS ("TTUS CFO").** The TTUS CFO shall manage the MDIFs in accordance with this policy under the oversight of the FI Committee of the Board. The TTUS CFO may delegate investment and transaction responsibilities.

2.3 **MDIF Advisory Committee.** The TTUS CFO will establish a MDIFs Advisory Committee, comprised of the Chancellor, TTUS CFO, respective component institution CFO(s), TTUS Chief Investment Officer and TTUS Director of Investment Operations. The committee will meet as needed to approve and provide guidance on MDIF investment proposals.

Section 3 Sources of Capital and Limitations

MDIF assets will be approved by the MDIF advisory committee using the following limitations:

3.1 **Institutional Capital.** Investments of institutional funds may be made into the Mission Driven Investment Fund with approval from the MDIF advisory committee.

3.2 **Donor Directed Capital.** Donor capital may be invested into the Mission Driven Investment Fund with approval from the MDIF advisory committee.

Section 4 Approval Process.

All MDIF additions from Institutional and Donor Directed Funds require approval from the MDIF Advisory Committee and will be reviewed by Component leadership. Approval/review will utilize the following guidelines:

4.1 **Institution proposal.** The respective institution will sponsor and present a proposal containing:

- How the investment advances the mission of the institution
- Details related to proposed investment strategy firm/fund and Investment Policy Statement ("IPS"), if applicable
- Source of Capital

4.2 **Investment firm/fund review.** Evaluation of the investment firm/fund based on:

- Market level terms, assets under management and track record for similar investment firms.
- Operational policies and procedures align with standard practice.
- Legal agreements comply with applicable laws and regulations ensuring TTUS is protected from legal risks.

4.3 **Proposal Review.** The proposal will be reviewed by:

- Chancellor
-
- Component President
- Component CFO
- Dean of the College/School

Section 5 Compliance

5.1 All trades must be executed through the TTUS custodian/investment account and approved by the Office of Investments to assure compliance with the funds stated IPS.

5.2 The use of personal accounts for university business is prohibited.

5.3 Adherence to applicable laws, regulations, and University policies is mandatory.

Section 6 Reporting.

6.1 **Annual Endowment Reports.** MDIF balances will be included in total endowment reports prepared annually.

6.2 **Board of Regents Reporting.** MDIF shall be reported as an Information Item at each November Board of Regents meeting, to include the following items:

- Prior fiscal year and cumulative MDIF institutional capital contributions; and
- Prior fiscal year and cumulative donor capital investment.

Section 7 Cash Deposits.

7.1 The MDIF cash deposits will be invested in the Comprehensive Cash & Investments Pool ("CCIP") cash segment until the capital is called by the investment firm.

Section 8 Spending Policy.

8.1 Mission Driven Investment Funds are not subject to a spending policy, unless specifically stated by the Investment Policy for the fund.

Section 9 Distributions.

9.1 All realized gains and distributions from the underlying MDIF investment are distributed according to the donor or institutions' direction.

Section 10 Management Fee.

10.1 The MDIF is exempt from any management fee.

Section 11 Conflicts of Interest on Investments.

11.1 It is the policy of TTUS that members of the Board and TTUS employees having authority over or input into the selection of investments or investment firms, shall act in a manner consistent with their responsibilities to TTUS and avoid circumstances in which their financial or other ties to outside persons or entities could present an actual, potential, or apparent conflict of interest or impair the reputation of TTUS.

11.2 Board members and TTUS employees should avoid any actions or situations that might result in or create the appearance of using their association with TTUS for private gain, according unwarranted preferential treatment to any outside individual or organization, losing independence or impartiality, or adversely affecting the reputation of or public confidence in the integrity of TTUS. Toward this end, it is the responsibility of each Board member and TTUS employee to ensure that the system is made aware of situations that involve personal, familial, or business relationships that could jeopardize the reputation of or public confidence in TTUS by complying with this policy and making all disclosures and certifications as set forth herein.

Dates Approved or Amended:

-- Initial adoption of policy statement..... 11-17-22
-- Amendments throughout to: 08-15-25

- *add language that the MDIF policy statement would be managed and monitored through the Finance and Investment Committee;*
- *emphasize that MDIF investments are "focused on advancing the overall mission of the institution as the primary objective;"*
- *clarify that the Hub Fuel Fund, specifically, is limited to $150,000 per year per institution or 0.015% of the institution's operating budget, with a maximum cumulative commitment of $1 million per institution;*
- *add clarification that the School of Financial Planning – Student Managed Fund has no limitation on contribution;*
- *reflect that the Hub Fuel Fund has a $150,000 limit per donor, while the School of Financial Planning – Student Managed Fund has no limit on contributions;*
- *corrected the name of the cash investment vehicle from "CCP" to "CCIP" (Comprehensive Cash & Investments Pool); and*
- *adjustments and deletions of redundant or outdated text for clarity and consistency throughout.*

ATTACHMENT 6
(Information item 13)

RESEARCH COMMERCIALIZATION

TEXAS TECH Research & Innovation

Research Commercialization

Annual Report

Fiscal Year 2026

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RESEARCH COMMERCIALIZATION

TEXAS TECH Research & Innovation

Executive Summary

The Texas Tech University System (TTUS) research commercialization enterprise concluded FY26 with one of the strongest performances in its history, achieving record levels of innovation, intellectual property (IP) protection, and technology commercialization. During FY26, TTUS researchers generated 151 invention disclosures, matching the highest annual total of the past decade. Patent activity also reached record levels, with 156 patent applications filed and 30 U.S. patents issued, both the highest annual totals since FY16. Commercialization outcomes were equally strong, highlighted by 38 executed license agreements and more than $1.211 million in licensing revenue, representing the highest licensing activity and revenue generated in the division's history (Table 1).

Entrepreneurship continued to play an increasingly important role in commercialization, with 16 of the 38 license agreements executed with TTUS startup companies, a record level of startup licensing activity. These ventures are advancing innovations across AI, biotechnology, animal and human health, energy, advanced therapeutics, and consumer products, further expanding the impact of TTUS research.

Industry commitment to TTUS technologies remained strong, with 34% of license agreements involving exclusive licenses and 50% structured as option agreements to support further technology validation and development (Appendix G). TTUS innovations also continued to reach the marketplace, with five licensees launching new products based on TTUS technologies, including Reproductive Solutions' ProteX Collection Cup with NovoSort technology, QuailSafe's wildlife management technologies, Rahm Sensor's Guardian inmate monitoring system, Agradigm's probiotic poultry feed products, and GeoListen's location-based music application.

FY26 also included key strategic initiatives to support future commercialization growth, including the establishment of an Industry Advisory Board (IAB) for Research Commercialization to provide industry perspective, strengthen market connectivity, inform commercialization strategy, and identify new opportunities for partnering, technology deployment, and economic development.

Collectively, these accomplishments demonstrate not only record levels of innovation, IP protection, and commercialization activity, but also continued investment in the infrastructure, partnerships, and entrepreneurial ecosystem necessary to sustain long-term success. Through initiatives such as the establishment of the division's IAB and continued growth in startup formation, industry engagement, and market adoption, TTUS is strengthening its capacity to translate research discoveries into products, companies, and solutions that generate economic and societal impact.

Table 1: Texas Tech University System Annual Metrics (FY22 – FY26)

TTUS Yearly Metrics	FY22	FY23	FY24	FY25	FY26
Invention Disclosures	110	122	131	137	151
Patent Applications (Provisional and Non-Provisional)	112	151	139	154	156
U.S. Issued Patents	25	22	23	24	30
Licenses Signed	36	30	31	36	38
Licensing Revenue	$1,198,875	$1,001,441	$702,231	$1,051,019	$1,211,008

FY26 Invention Disclosures, Provisional Patent Applications Filed, U.S. Issued Patents, and Executed License Agreements are included in Appendices A, B, C, and G.

RESEARCH COMMERCIALIZATION

TEXAS TECH Research & Innovation

Faculty Engagement, Recognition, and Division Development

Inventor Recognition and Awards. Faculty engagement continues to foster a strong culture of innovation and collaboration across the Texas Tech University System (TTUS). The 9th Annual Inventor Celebration, co-hosted with the National Academy of Inventors (NAI), recognized TTUS inventors and celebrated 30 U.S. issued patents for FY26. Awards were presented to *Emerging Inventor of the Year* recipients Dr. Minxiang Zeng (TTU) and Dr. Aric Logsdon (TTUHSC), as well as recipients of the *Most Disruptive Technology of the Year* (Institute of Genomics for Crop Abiotic Stress Tolerance), *Startup of the Year* (Rahm Sensor Development, Inc.), and *Deal of the Year* (Caprock Biotechnology, LLC). The event also marked the introduction of the *Commercialization in Excellence Award*, which recognizes industry partners that have achieved outstanding commercial outcomes and market success through the development and commercialization of TTUS intellectual property. The inaugural recipient of this award was Modul, LLC.

Reflecting the continued strength of the TTUS innovation ecosystem, Texas Tech was once again recognized among the top 100 U.S. universities granted utility patents by the NAI, improving three positions from the previous fiscal year. During FY26, seven TTUS researchers were inducted into the NAI, including Fellows Dr. C. Patrick Reynolds (TTUHSC) and Dr. John Schroeder (TTU), and Senior Members Dr. Thomas Abbruscato (TTUHSC), Dr. Gerardo Gamez (TTU), Dy Le (TTU), Dr. Annette Sobel (TTU/TTUHSC), and Dr. Sanjay Srivastava (TTUHSC). Since 2012, TTUS faculty have earned 17 NAI Fellow distinctions and 17 Senior Member appointments, highlighting the exceptional contributions of TTUS inventors and elevating the national recognition and visibility of TTUS research and innovation achievements.

FY26 also marked the launch of the *Red Raider Inventor Hall of Fame*, a new program established by Research Commercialization to recognize inventors whose sustained record of innovation and patenting has significantly advanced research, technology development, and societal impact across TTUS. The inaugural class of inventors, each named on three or more issued U.S. patents affiliated with the Texas Tech University System, was inducted during the 9th Annual Inventor Celebration and will soon be featured on a newly launched Hall of Fame website.

Faculty Engagement and Outreach. Research Commercialization continued to expand intellectual property and commercialization education across TTUS through targeted faculty engagement and professional development activities. Drawing upon the specialized expertise of its patent counsel network, the division hosted two Lunch and Learn programs addressing emerging IP considerations associated with artificial intelligence. Topics included patent and commercialization strategies for AI-enabled drug discovery and drug repurposing, as well as practical guidance for leveraging artificial intelligence tools while safeguarding IP assets and future commercialization potential. In partnership with the Texas IP Alliance, the division hosted a watch party for a Corporate IP Roundtable with Qualcomm where TTUS researchers learned how global innovation ecosystems are built at the intersection of 5G, IoT, and AI, and how strategic IP drives real-world execution and commercialization.

The division also participated in the Texas Tech University New Faculty Orientation Resource Trail, introducing faculty to commercialization resources, support for IP protection, invention disclosure procedures, and industry engagement opportunities. Additional presentations and guest lectures were delivered across the system on topics including Responsible Conduct of Research, Biotechnology in Business, and Research to Impact. Several of these sessions were conducted in partnership with the Innovation Hub at Research Park and highlighted IP and patenting fundamentals, pathways for technology translation, commercialization best practices, and entrepreneurial resources available to researchers.

Collectively, these activities strengthened commercialization awareness across the research enterprise and supported the continued development of a culture focused on innovation, entrepreneurship, and research impact.

Staff Recognition and Organizational Growth. FY26 was also marked by significant professional accomplishments and organizational growth within the Research Commercialization division.

Dr. Ganga Baskar earned the Registered Technology Transfer Professional (RTTP) credential, the world's leading peer-reviewed certification for technology transfer professionals, becoming the first member of the division to achieve this distinction.

Anushka Shinde was selected as one of only three recipients nationwide of the 2025-2026 Susan Riley Keyes Fellowship. Through this prestigious program, she had the opportunity to participate in a Technology Transfer Career Training (T3) Program offered by AUTM, receiving mentorship, professional development, and leadership training designed to support the next generation of technology transfer professionals.

Senior Managing Director Jennifer Souter continued to serve on the Board of Directors of the Licensing Executives Society (LES), representing Research Commercialization at national licensing and innovation events and contributing to invited webinars and panel discussions addressing technology transfer best practices and commercialization strategies.

The division also expanded internal leadership capacity through the promotion of Hutton Jones to Assistant Managing Director and Dr. Ganga Baskar to Senior Licensing Associate. In addition, Margaret Culver, a licensed attorney, registered patent agent, and graduate of the Texas Tech University School of Law, joined the team as Assistant Managing Director for Intellectual Property, further strengthening the division's expertise in IP strategy, protection, and portfolio management.

Marketing and Communications

Marketing and communications remained a strategic priority in FY26, helping to increase awareness of TTUS research discoveries, IP achievements, startup activity, and commercialization successes. Through ongoing digital engagement efforts, including researcher spotlights, issued patent announcements, startup features, and technology showcases, Research Commercialization, with 3,085 followers, generated more than 115,000 LinkedIn impressions and 2,800 audience reactions during the fiscal year. These efforts contributed to continued growth in the division's online presence and strengthened engagement with faculty, industry partners, entrepreneurs, and the broader innovation community. The division also continued publication of its Annual Impact Report, highlighting key commercialization metrics, strategic initiatives, and research impact across the TTUS.

Strategic Stakeholder Engagement and Industry Partnering

Research Commercialization continued to expand stakeholder engagement and strengthen relationships with industry, entrepreneurial ecosystems, and peer technology transfer organizations through targeted participation in innovation-focused events and strategic partnering initiatives. These activities increased visibility for TTUS innovations and created new pathways for industry engagement.

During the reporting period, three Texas Tech-affiliated startups, Nemalife, Inc., Rahm Sensor Development, Inc., and X-Centric Sciences, were selected to present at the Destination Startup, a premier

investor showcase hosted by the University of Colorado Boulder. The event connects high-growth university-affiliated startups with venture capital firms, angel investors, corporate investors, and commercialization partners, and participating companies have collectively raised more than $1.2 billion in capital since 2018. In a competitive application process involving startups from 17 participating research institutions, TTUS companies secured three of the 17 available pitching opportunities, demonstrating the strength and market potential of technologies emerging from system institutions. Participation provided the selected startups with valuable exposure to investors and strategic partners while elevating the visibility of the TTUS innovation ecosystem.

Similarly, T2YourHealth, LLC, a startup originating from Texas Tech Health El Paso, was one of three university startup companies invited to pitch during the technology transfer showcase at the BioNTX iC³ Life Science & Healthcare Innovation Summit in Arlington, Texas, highlighting the growing strength of the Texas Tech innovation ecosystem.

The division also participated in several regional and national innovation and technology transfer forums. Team members attended the Texas Quantum Summit at Texas A&M University, joining researchers from eight Texas universities and industry leaders to discuss strategies for advancing quantum computing, sensing, and communications across the state. Staff also participated in the inaugural AUTM on the Road program in Dallas, where they toured Pegasus Park's innovation district and exchanged commercialization best practices with colleagues from technology transfer offices throughout the region. In Midland, the team attended the Texas Produced Water Consortium (TxPWC) Annual Conference, gaining insight into ongoing research and industry priorities while providing member companies with updates on IP and commercialization activities relevant to the consortium's mission.

The division continued leveraging the In-Part global partnering platform to increase market visibility for technologies developed across the TTUS. During the reporting period, TTUS technologies generated more than 240 opportunity views and resulted in 12 direct introductions to prospective industry partners and licensees, supporting business development and licensing efforts across multiple sectors.

Research Commercialization also expanded engagement with external innovation programs designed to accelerate commercialization opportunities. A Texas Tech technology, developed out of the Center for Nanophotonics and focused on high-performance ultrawide bandgap photoconductive semiconductor switches for next-generation power electronics was selected as a finalist for the Chevron Studio program, a collaboration between Chevron Technology Ventures and the National Laboratory of the Rockies that supports the development of high-potential emerging technologies. Participation in the program provided additional industry visibility and potential pathways for future strategic partnerships and commercialization.

This combination of strategic partnerships, industry outreach, startup promotion, and ecosystem engagement helped strengthen the System's research commercialization network while creating new opportunities to advance technologies toward market adoption and societal impact.

Intellectual Property Portfolio

The TTUS intellectual property portfolio remained strong and strategically managed in FY26, reflecting both continued growth in innovation activity and effective portfolio management. The division filed a record 156 patent applications during the fiscal year, representing the highest level of annual patent filing activity in TTUS history (Table 2). Despite this expansion, legal expenditures remained aligned with budget

projections through ongoing portfolio assessments, prioritization of high-value assets, and data-driven investment decisions.

Throughout the year, the division continued to strengthen portfolio quality through systematic reviews of both licensed and unlicensed technologies. These efforts supported the optimization of licensing agreements, enhanced compliance and reporting practices, and informed future patent prosecution and commercialization strategies. Faculty engagement also remained a critical component of portfolio development, with inventors actively collaborating on patent drafting and prosecution activities to ensure intellectual property protection remained aligned with evolving research programs and commercial opportunities.

TTUS maintained a disciplined approach to patent portfolio development, converting 35% of invention disclosures into provisional patent applications and advancing 67% of provisional applications to full patent filings (Appendix D). These conversion metrics demonstrate a deliberate strategy of focusing IP investments on technologies with the strongest commercial potential, supporting efficient resource allocation while sustaining a robust pipeline of IP assets positioned for future licensing, startup formation, and industry partnership opportunities.

Table 2: TTUS Patent Filings by Type (FY22 – FY26)

Provisional Patent Applications		FY22	FY23	FY24	FY25	FY26
		41	50	59	55	48
Non-Provisional Applications	PCT	20	26	28	38	28
	U.S. Utility	4	9	7	5	13
	U.S. National Stage	20	20	21	24	38
	Foreign National Stage	11	32	17	17	19
	Continuation/Divisional	11	10	7	14	10
	Design Patent	1	1	0	0	0
	Trademark	4	3	0	1	0
	Total	**112**	**151**	**139**	**154**	**156**

Institutional Engagement and Metrics

A summary of key metrics from each TTUS component institution is presented below (Table 3).

Table 3: TTUS Component Institution Annual Metrics (FY26)

	Invention Disclosures	Patent Applications Filed	Issued U.S. Patents	Licenses Executed	Revenue Generated
TTU	95	115	19	22	$ 853,773
TTUHSC	26	19	4	4	$ 288,230
Joint TTU/TTUHSC	4	9	3	9	$ 0
TTUHSC El Paso	4	13	4	3	$ 69,005
ASU	0	0	0	0	$0
MSU	0	0	0	0	0
External	22	0	0	0	0

Comprehensive yearly data by institution for the past five fiscal years has been included in Appendix E with additional division metrics shown in Appendix F.

Texas Tech University (TTU)

Texas Tech University continued its strong innovation trajectory in FY26, with faculty leading or contributing to 95 invention disclosures, representing an 8% increase over FY25 and a 61% increase since FY22. Patenting activity also reached new heights, with 115 patent applications filed, including 39 provisional and 76 non-provisional applications. This represents an 11% increase from FY25 and 40% growth over the past five years, underscoring sustained expansion of the university's innovation pipeline and intellectual property portfolio (Appendix E).

Commercialization outcomes remained strong, with TTU executing 22 license agreements and generating $853,773 in licensing revenue, accounting for 71% of total licensing revenue received across the TTUS. Over the past five fiscal years, TTU has averaged 19 license agreements and approximately $780,000 in annual licensing revenue, demonstrating consistent success in translating research discoveries into industry partnerships and market impact (Appendix E, G).

The Edward E. Whitacre Jr. College of Engineering continued to lead intellectual property generation, accounting for 29% of TTUS invention disclosures. Additional contributions came from the School of Veterinary Medicine (11%), the College of Arts & Sciences (9%), the College of Health & Human Sciences (6%), and the Davis College of Agricultural Sciences & Natural Resources (4%) (Appendix F). Innovation activity also extended beyond traditional STEM disciplines, with disclosures originating from the Huckabee College of Architecture, Rawls College of Business, College of Media & Communication, and the J.T. & Margaret Talkington College of Visual & Performing Arts, reflecting the growing culture of innovation and entrepreneurship across the university.

Notable commercialization achievements during FY26 included license agreements for technologies focused on advanced agricultural biotechnology and critical mineral recovery. These included a gene-editing platform utilizing ribonucleoprotein-mediated pollen transformation for crop improvement (Vimex Genomics, LLC), as well as novel ion-templated polymer technologies designed to enhance lithium and other mineral extraction from brine sources (Caprock DLE). Together, these agreements highlight the breadth of TTU innovations advancing toward commercial deployment across the agricultural, energy, and sustainability sectors.

Texas Tech University Health Sciences Center (TTUHSC)

Texas Tech University Health Sciences Center delivered a strong year of innovation and commercialization activity in FY26, with faculty contributing to 26 invention disclosures, 19 patent applications, and four new license agreements. Licensing revenue increased 77% over FY25 and accounted for 24% of total licensing income received across the TTUS, reflecting continued progress in translating health-related discoveries into commercial opportunities and societal impact (Appendix E, G).

TTUHSC consistently contributes approximately 20% of all invention disclosures generated across the TTUS, underscoring its important role in the system's innovation ecosystem. The School of Medicine remained the institution's primary driver of intellectual property activity, accounting for 16% of TTUS disclosures, followed by the Jerry H. Hodge School of Pharmacy at 2% (Appendix F). Additional innovation contributions originated from the School of Nursing, demonstrating growing engagement in research commercialization across multiple health disciplines.

Notable commercialization achievements during FY26 included license agreements for technologies addressing neurological health and substance use disorders. These innovations included a platform utilizing real-time electroencephalography (EEG) feedback and auditory stimulation to optimize brain-state modulation (MelodiaSync, LLC), as well as a novel therapeutic approach employing modified minocycline derivatives for the treatment and prevention of alcohol use disorder (Caprock Biotechnology, LLC). Together, these agreements highlight the potential of TTUHSC research to advance new solutions for significant health challenges while creating opportunities for commercial development and patient impact.

Texas Tech Health El Paso (TTEP)

Texas Tech Health El Paso continued to advance its innovation and commercialization efforts in FY26, with faculty contributing four new invention disclosures and 13 non-provisional patent applications. The significant patenting activity was driven in part by continued investment in an existing licensed portfolio, as the licensee expanded IP protection through national and international patent filings to support access to domestic and global markets. TTEP also executed three new license agreements and generated $69,005 in revenue, representing 6% of total licensing revenue received across the TTUS (Appendix E, G).

Notable commercialization activities during FY26 included agreements supporting technologies in infectious disease prevention (Ad-Vectors, LLC), antiviral therapeutics (Synko Pharma Corp), and reproductive health (Dr. Hareesh Nair). These included innovations related to a universal influenza vaccine platform, carbohydrate-binding small molecules with antiviral activity, and novel LIF agonist peptidomimetics designed to improve pregnancy outcomes. Collectively, these technologies demonstrate the breadth of TTEP research being advanced toward commercial development and future patient impact.

As part of its ongoing outreach efforts, the Research Commercialization team attended TTEP's annual research symposium, engaging with faculty, clinicians, students, and research trainees from across the institution. These interactions fostered meaningful dialogue around innovation, IP protection, and commercialization opportunities, helping to strengthen the institution's culture of innovation and support future translational research initiatives.

Angelo State University (ASU)

Research Commercialization continued to support Angelo State University's research and innovation activities during FY26 through guidance on IP protection, sponsored research agreements, and innovation-related policies. These efforts help ensure the institution is well positioned to identify, protect, and advance future discoveries and partnership opportunities.

Midwestern State University (MSU)

During FY26, Research Commercialization provided ongoing strategic support to Midwestern State University on IP, research agreements, and commercialization-related matters. This collaboration helps strengthen the foundation for future innovation, industry engagement, and technology transfer activities as the university's research enterprise continues to develop.

RESEARCH COMMERCIALIZATION

TEXAS TECH Research & Innovation

Building on Momentum: Priorities for FY27

FY26 positioned the division for continued growth, with record levels of invention disclosures, patent activity, licensing, and startup engagement. As Research Commercialization enters FY27, the division will focus on scaling its impact across the Texas Tech University System while continuing to strengthen the infrastructure, partnerships, and programs necessary to support a growing innovation ecosystem.

Key FY27 priorities include:

- *Advancing strategic intellectual property portfolios toward commercialization* developed as part of institutional investment, research priorities, centers and institutes.
- *Continued enhancement of research commercialization infrastructure* through improvements to invention intake and evaluation processes to support efficient, data-driven decision-making.
- *Expanding innovation engagement* at Angelo State University and Midwestern State University through targeted outreach, education, and innovation programming.
- *Establishing translational funding pathways*, including proof-of-concept and seed funding programs that accelerate the movement of research discoveries toward commercialization.
- *Developing future innovation leaders* through the launch of a Research Commercialization Fellowship Program for faculty and students.
- *Strengthening strategic partnerships* across OR&I, the Innovation Hub, industry, and external stakeholders to expand education and training opportunities, sponsored research, and industry engagement.

Looking ahead, Research Commercialization remains committed to supporting faculty, staff, and student inventors throughout the commercialization journey. With an expanded team, growing portfolio, and growing network of internal and external partners, FY27 is expected to be another year of meaningful progress toward advancing research impact, economic development, and innovation excellence across the Texas Tech University System.



Jennifer Souter
Senior Managing Director, Research Commercialization

RESEARCH
COMMERCIALIZATION

TEXAS TECH
Research & Innovation

Appendices

Appendix A

FY26 Invention Disclosures

Invention Number	Invention Title	Inventors (**Lead Inventor)*	Institution	Disclosure Date
2026-001	Mitigation of Biofouling via Magnetic Microparticles	Wenjie Fei *; Abdul Hamood; Rajesh Khare; Mahdi Malmali; Masoumeh Pourasgharoshtebin; Yuexiao Shen	TTU; TTUHSC	2-Sep-25
2026-002	Something Good Local; Camelina cooking oil	Steve Calhoun *; Hui Shen	External	4-Sep-25
2026-003	aMiGO: A SaaS Mental Wellness Platform for Extending Therapist Support and Student Self-Care	Jonathan Gonzalez *	External	7-Sep-25
2026-004	Alpha-methyl-tryptophan (AMT) in Combination with Carbidopa for the Treatment of SLC6A14-positive Tumors	Yangzom D. Bhutia *; Vadivel Ganapathy	TTUHSC	9-Sep-25
2026-005	AgVax Chicken Vaccinator.	Seth Cope; William Searfass *	External	9-Sep-25
2026-006	USClinX Observership Marketplace Platform	Robert W. Alexander; Brandi A. McKinnon *; J. Drew Payne	TTUHSC	9-Sep-25
2026-007	Rapid Soybean Phenotyping System for Flower Abortion	Amjad Sultan Awan; Farshad Bolouri; Doina Caragea; Juliana Espindola; Swaraj Pramanik; Hamed Sari-Sarraf; William Schapaugh, Jr.; Avat Shekoofa; Krishna Jagadish SV *; Christopher N. Turner	TTU	11-Sep-25
2026-008	Modular Customizable Gift Containers That Merge Permanence of Art with Personal Touch of Gift Giving	Johnny Ramirez *	External	11-Sep-25
2026-009	Tortilla Tradition Texas Tech Merchandise	Jackson Dyer *; Jacob Gann	External	16-Sep-25

2026-010	A Novel b-cyclodextrin (b-CD)-based Polymer Sorbent for Diverse Per- and Polyfluoroalkyl Substances (PFAS) Removal	George Ashraf Tharwat Haleem Hana; Yuexiao Shen *; Yilang Sun	TTU	17-Sep-25
2026-011	NetMoniAI: An Agentic AI Framework for Distributed Network Monitoring and Threat Detection	Ying Liu; Pallavi Zambare *	TTU	25-Sep-25
2026-012	Cycle-by-Cycle Liquid Slug Production Measuring from Surface Flowline Measurements	Smith Leggett *; Caio Morais De Almeida	TTU	9-Oct-25
2026-014	Use of Sodium-glucose Transport 2 (SGLT2) Inhibitors to Improve Hoof Growth	Laszlo M. Hunyadi *; Emily Ann Sundman	TTU	13-Oct-25
2026-015	TechnoBall 4: Microencapsulated Repellent Coatings for Long-Lasting, Low-Odor Mosquito Protection	Thomas Roy Mitchell *	External	14-Oct-25
2026-016	Dental Floss-mediated Antigen Delivery for Management of Autoimmune Diseases	Akhilesh K. Shakya *	TTU	15-Oct-25
2026-017	Data-Driven Estimation of Magnetic Particle Parameter with Hybrid Hardware Acceleration	Ebrahim Azizi; Kai Wu *	TTU	22-Oct-25
2026-018	Method to Induce Capacitation in Sperm Collected and Processed for Assisted Reproductive Procedures	Samuel D. Prien *	TTUHSC	22-Oct-25
2026-019	Optimized Single-element Ultrasound Transducer for Transcranial Neuromodulation in Mice	Sadman Labib; Jingfei Liu *	TTU	23-Oct-25
2026-020	Protein-Polymer Nanoprobes for Near-Infrared II (NIR-II) Bioimaging	Indrajit Srivastava *; Isabella Vasquez	TTU	24-Oct-25
2026-021	Biometric Secured Firearm magazine	David Shane Harper *	TTUHSC	29-Oct-25

2026-022	Materials and Methods for Per- and Polyfluoroalkyl Substances (PFAS) Pre-concentration, Detection and Mitigation	Jessica LaFond *	TTU	7-Nov-25
2026-023	Cardioprotective and Liver Protective Effects of Insparin	Vijay Hegde *	TTU	4-Nov-25
2026-024	Ion-templated Polymers with Embedded Ion Reservoirs for Selective Extraction of Ions	Anthony F Cozzolino *; Lina Delgado; Mahshad Karimi Ghartemani	TTU	8-Nov-25
2026-025	System and Method of Energy Aware Cooperative Sensing Optimization using Mobile Network Enabled AI	Tanner Capps; Brenda A. Connor *; Trystian Corujo	TTU	8-Nov-25
2026-026	One-Step Dual Analyte Sorting and Recovery with Floating and Magnetically-Manipulated Hollow Glass Microspheres	Rutwik J. Joshi; Wei Li *	TTU	10-Nov-25
2026-027	Calibration-free Pyrometry for Advanced Temperature Measurements in Reactive Systems	Nicholas R. Jaramillo; Michelle L. Pantoya *; Cole A. Ritchie	TTU	13-Nov-25
2026-028	Compressed Air Pivot -CAP	Whitney Atwood; Moses Valle; Shantilly B Wall *	TTUHSC	24-Nov-25
2026-029	Social Media Loyalty	Pedram Bahaeabadi Ravari *	TTU	25-Nov-25
2026-030	Additive Manufacturing of Metal Halide Based High-Performance NH3 Absorbent	Sufian Bin Humayun; Mahdi Malmali *; Nishat Paul; Minxiang "Glenn" Zeng	TTU	1-Dec-25
2026-031	FRACTALS - A Recursive Strategic Planning and Values Integration System	Martin Camacho; Mallory Prucha *	TTU	3-Dec-25
2026-032	ARCANE (Artificial Realities, Contexts & Narrative Enactments)	Mallory Prucha *	TTU	3-Dec-25
2026-033	Synapse-Associated Novel Protein Targets in Alzheimer's Disease	Subodh Kumar *	TTUHSC-EP	4-Dec-25
2026-034	Microfluidic Platform for Whole Blood Perfusion in Food Allergy Management	Hesaneh Ahmadi; Wei Li; Akhilesh K. Shakya *	TTU	4-Dec-25

2026-035	Chitin-Stabilized Emulsions to Address Instability, Phytotoxicity, Runoff, Volatility, and Degradation Challenges in Herbicidal Formulations	Julia L. Shamshina *	TTU	4-Dec-25
2026-036	Three-dimensional (3D) Printed Cookstoves and Methods for Making the Same	Logman Arja *; Ronald Rael	TTU	5-Dec-25
2026-037	Necropsy Organ Dissection Models	Brenden Brown; Guy C. Gilbert *; Paige Jones; Nanny Wenzlow	TTU	8-Dec-25
2026-038	Canine Abdominal Surgery Training Tissues- Spay Skin/linea Alba, Bladder, Bowel, Neuter and Uterus	Brenden Brown; Theresa Brown; Robin Carlson; Guy C. Gilbert *; Shawn Kinser; Kyre Larrabee; Trista Mills	TTU	9-Dec-25
2026-039	Equine Dorsal Metatarsal Arterial Access Trainer, with palpable pulse and visual and palpable boney landmarks.	Brenden Brown; Guy C. Gilbert *; Luis Angel Morales	TTU	9-Dec-25
2026-040	Equine Tracheal Access, Tracheal Wash and Tracheotomy Trainer	Brenden Brown; Guy C. Gilbert * ;Luis Angel Morales	TTU	9-Dec-25
2026-041	Equine Entropian Repair Trainer for Eyelid Eversion Surgery	Brenden Brown; Guy C. Gilbert *; Luis Angel Morales	TTU	9-Dec-25
2026-042	Equine Neonate/Newborn Foal - Nasogastric Intubation, Finger-trap Suture on NG to Nares, Jugular Vascular Access, Entropian Repair Trainer for Eyelid Eversion Surgery	Brenden Brown; Guy C. Gilbert *; Luis Angel Morales	TTU	9-Dec-25
2026-043	Equine Twitch Trainer	Guy C. Gilbert *	TTU	10-Dec-25
2026-044	Ivy - Canine intravenous trainer - jugular, cephalic and Lateral Saphenous veins	Brenden Brown; Kristi Gaines; Guy C. Gilbert *; Shawn Kinser	TTU	10-Dec-25
2026-045	Swine Castration and Rectal Prolaspe Trainer - Intact Testicles that Allow Learners to Practice Open Surgical Castration, and Repair Rectal Prolapse	Brenden Brown; Philippa Gibbons; Guy C. Gilbert *; Clint Roof	TTU	10-Dec-25
2026-046	Bovine Castration and Vasectomy Trainer - Intact Testicles that Allow Learners to Practice Open Surgical	Brenden Brown; Philippa Gibbons; Guy C. Gilbert *; Clint Roof	TTU	10-Dec-25

	Castration, Burdizzo, Elastrator, Hendersons. Also Allow Learners to Perform Vasectomy			
2026-047	Bovine Head Trainer - a Head Capable of Receiving Captive Bolt, Interchangeable and Positional Ears, Ear Tagging, Ear Tattooing, Ear Implants, Ear Blood Draws, Dehorning, Cauterize Horns, IM/SubQ/IV Injections/cannulation in Neck, IM Injection	Brenden Brown; Philippa Gibbons; Guy C. Gilbert *	TTU	10-Dec-25
2026-048	Method for Determination of Tritium Content in D2 Gas and Heavy Water	Noah J. D'Amico; Robert V. Duncan *; Andrew K. Gillespie; Ian N. Jones; Cuikun Lin	TTU	11-Dec-25
2026-049	Novel Particles for Enhancing Nutrient Bioavailability and Gut Health	Naima Moustaid-Moussa; Yujiao Zu *	TTU	16-Dec-25
2026-050	Methods and Systems for Electrochemical Synthesis of Nano-Hydroxypatite from Organic Waste Streams	Gerardine G. Botte *; Zenifar Haque	TTU	18-Dec-25
2026-051	Chemically Functionalized Albumin Nanoprobes Exhibiting Dual Receptor Targeting and Enhanced Near-Infrared Fluorescence	Indrajit Srivastava *; Isabella Vasquez	TTU	29-Dec-25
2026-052	Real Time-Family Food Scale (RT-FFS)	Khurshidul Zahid *	TTU	29-Dec-25
2026-053	Simultaneous Rapid Lithium Extraction, Purification, and Recovery from Brine Using Selective Multi-Pass Multi-Stage Filtration with Manganese Recovery	Najmul Haque Barbhuiya; Mahdi Malmali *	TTU	7-Jan-26
2026-054	System and Method for Inverse Design of Controller Parameters with Spectral Fingerprints of Dynamical Processes	Qiugang (Jay) Lu *;Hui Tian	TTU	8-Jan-26
2026-055	Surface Functionalization of PP7 Virus-Like Particles with SpyTag for Bioconjugation Applications	Milad Kheirvari; Hong Liu; Ebenezer V. Tumban *	TTU	16-Jan-26
2026-056	COSINE Model (Creative Observation, Synthesis, Integration, Narrative & Engagement)	Mallory Prucha *	TTU	25-Jan-26

2026-057	Near-Ultrasonic Environmental Presence as a Third Factor for Usable Authentication	Hasan Al-Qudah; Abdul Serwadda *	TTU	2-Feb-26
2026-058	His-Tag but Not Strep-Tag II Supports the Expression and Purification of Structural Proteins from Thermophilic Bacteriophages and Reveals Anomalous Migration on SDS-PAGE Gels	Milad Kheirvari; Hong Liu; Jon E. Thompson; Ebenezer V. Tumban *	TTU	3-Feb-26
2026-059	Streptavidin Surface Anchorage for Loading of Biotinylated Molecules on Listeria	Wyatt E. Paulishak; Laurence M. Wood *	TTUHSC	9-Feb-26
2026-060	Identification of Genes Involved in Carminic Acid Biosynthesis	Luis Rafael Herrera-Estrella *	TTU	13-Feb-26
2026-061	Selective Inhibition of NR3C2 (Mineralocorticoid Receptor) as a Therapeutic Strategy and Diagnostic Biomarker for Benign Prostatic Hyperplasia	Hamed Khedmatgozar; Srinivas Nandana; Manisha Tripathi*; Mahsa Yavari	TTUHSC	16-Feb-26
2026-062	Ag Vet Lingue Application	Arlene Garcia *;Silvana Pietrosemoli;Leonor Salazar	TTU	16-Feb-26
2026-063	Dual-Portal AI Medical Documentation System with Voice-Driven Clinical Note Generation and Patient Self-Service Access with Role-Separated Portal Access.	Evan Liggett *	TTUHSC-EP	17-Feb-26
2026-064	Single Serving Powder Mixing/Dispensing Machine	Jeffrey L. Hanson *;Logan D. Sanders	TTU	18-Feb-26
2026-065	Association-Induced Langmuir Isotherm Model for Type V Adsorption Isotherms	Chau-Chyun Chen *;Neethu Jayan	TTU	19-Feb-26
2026-066	Multifractal Properties and Fractional Dynamical Network Models Identify Epileptogenic Zone in Medically Refractory Epilepsy Patients	Md Abu Noman Kausar; Emily Pereira *	TTU	22-Feb-26
2026-067	Inertial Sensing of Mouth Motion for High-Security Speech Verification	Muhammad Aziz Ullah; Ynes Inez; Aurore N. Munyaneza; Abdul Serwadda *	TTU	23-Feb-26
2026-068	Compact FT-ICR Mass Spectrometer-Based System for Quantitative Measurements of Light-Elements for Fusion and Other Applications: Design and Development	Robert V. Duncan *;Ian N. Jones; Shelby L. Lacouture; Cuikun Lin	TTU	2-Mar-26

2026-069	LVC-Nexus:A Data-Driven Platform for Land Value Capture and Infrastructure Financing Analytics	Leeroy Makusha; Daniel Mudumo *	External	2-Mar-26
2026-070	Integrated Electrochemical Biosolids Treatment System with Simultaneous Anaerobic Digestion Biogas Scrubbing	Gerardine G. Botte *	TTU	3-Mar-26
2026-071	Re-purposing of Maprotiline as a Novel Therapeutic for Traumatic Brain Injury and Neuropathic Pain	Josee Guindon; Aric Logsdon *	TTUHSC	3-Mar-26
2026-072	GeroVitro for Treatment of Taupathy, Dementia, Alzheimer's Disease and Mild Cognitive Impairment	Kumuda C. Das *	TTUHSC	5-Mar-26
2026-073	Intracranial Pressure Measurement (ICP)	Laszlo Nagy *	TTUHSC	5-Mar-26
2026-074	Method and apparatus for Trans-Sacral Access to and Stabilization of Lumbar Vertebrae	Laszlo Nagy *	TTUHSC	5-Mar-26
2026-075	System and Method for Automated Burn Wound Segmentation and Analysis from Medical Images	Majid Behzadpour; Yifan Li; Alan W. Pang; Kai Wu *	TTU; TTUHSC	6-Mar-26
2026-076	Insparin for Weight Loss and Fat Loss	Nikhil V. Dhurandhar *;Vijay Hegde	TTU	10-Mar-26
2026-077	Ceramic 3D Printed Floating Hydroponic SUBSTRATES	Logman Arja *	TTU	13-Mar-26
2026-078	Glycosaminoglycan Composition in the Skull Bone Marrow for Neurological Disease	Aric Logsdon *; Brandon Lucke-Wold	TTUHSC	23-Mar-26
2026-079	Synthesis of Traceable, Anisotropic Micro- and Nanoplastics (MNPs)	Naimul Arefin; Yeok Boo Chang; Sun Hee Yim; Minxiang "Glenn" Zeng *	TTU	23-Mar-26
2026-080	Midkine Inhibitor	Hareesh B. Nair *	TTUHSC-EP	23-Mar-26
2026-081	Trajectory Shield	Muhammad Meeran *;Akbar Siami Namin	TTU	23-Mar-26

2026-082	Enhancing Crop Nutrient Uptake Through Targeted Regulation of Symbiosis-Associated Genes	Leonidas D'Agostino; Luis Rafael Herrera-Estrella; Gunvant B. Patil *	TTU	3-Apr-26
2026-083	OmniPraxis: A Scalable Full-Stack Application Running on Firebase/NoSQL with Extensive Resource and Data Management Capabilities	Daniel Backlund; Guy C. Gilbert *	TTU; TTUHSC	6-Apr-26
2026-084	NeuroKeys Glove: a Programmable Device Enabling Piano-Free Playing and App-Based Motor and Cognitive Skill Training	Yanyi Chen; Min Deng; Ting Ting Goh; Jingfei Liu *	TTU	8-Apr-26
2026-085	Formulations For Optimized Endogenous Guanidinoacetic Acid Production with Controlled Methylation Balance and Creatine Biosynthesis	Sergej Ostojic *	External	9-Apr-26
2026-086	CROW TFBS	Nishtha Khanna; John Lawrence *	TTUHSC	9-Apr-26
2026-087	Electrospun Cellulose Wound Dressing Containing 20% Bee Propolis Extract, Water Soluble and Insoluble Fraction for Wound Healing	Izabella Hilmi *	TTUHSC	13-Apr-26
2026-088	ICP Skull Compliance Device and Methods	Laszlo Nagy *	TTUHSC	14-Apr-26
2026-089	Ion Templated Polymers with Ion Reservoirs for Ion Extraction from Brines	Anthony F Cozzolino *;Lina Delgado; Jonathan R. Grammer; Mahshad Karimi Ghartemani	TTU	15-Apr-26
2026-090	Integrated System for Additive Fabrication of Printed Circuit Boards Using 3D-Printed Substrates and Wire-Fed Copper Feature Formation and Placement	Aaron Wang *	External	16-Apr-26
2026-091	Recycled Fiber Reinforced Polymer Wind Turbine Composites	Sean Baisden; Gether Coloma; Paul Egan; Samantha Kristufek *	TTU	17-Apr-26
2026-092	EZ Diabetes App	Rama Chemitiganti *	TTUHSC	17-Apr-26
2026-093	Verification-First Document Accessibility Remediation System	Noah D'Amico *	TTU	17-Apr-26

2026-094	A Psychological Assessment Software Focused on Self-Report Methods	Paul Ingram *	TTU	29-Apr-26
2026-095	Produced-Water Routing and Treatment-Train Control with Outcome-Linked Validation	Elie Bechara; Ayann Tiam *;Marshall C. Watson	TTU	29-Apr-26
2026-096	ARCo- Autonomous Robotic Companion	Tanushree Roy *	TTU	29-Apr-26
2026-097	Insparin Reduces the Need for Increasing Doses of Exogenous Insulin to Treat Hyperglycemia	Nikhil V. Dhurandhar *; Vijay Hegde	TTU	29-Apr-26
2026-098	Osteogenic Enhancement of Polyether Ether Ketone (PEEK) Surfaces	Jonathan Adams; Saadyah Averick; Proyag Datta; Danielle Levitt *	TTU	1-May-26
2026-099	GLUTRAC	Abhinav Vulisha *	TTUHSC	4-May-26
2026-100	SentinelSense: An Integrated Multi-Modal AI-Powered Pest Monitoring and Control System	Saroj Gopali; Akbar Siami Namin *;Venkata Sai Prathyush Turaga	TTU	8-May-26
2026-101	Method for Blockchain-Anchoring USDA Permanent Bale Identification (PBI) Data Together with U.S. Cotton Trust Protocol PCMS-Attested Sustainability Metadata into a Single Self-Authenticating Bale Token on a Peer-to-Peer Ledger	Kiran Patil *	TTU	6-May-26
2026-102	Method for Agent-to-Agent Commodity Trading via a Cryptographic Permissionless Bulletin Board with Interlocking-Predicate Atomic-Escrow Settlement, Combining Neuro-Symbolic Agent Orchestration with a Unicity-Oracle Uniqueness Proof	Kiran Patil *	TTU	6-May-26
2026-103	Upper-Arm Force-Deferring Strength Training Prosthetic Device	Chase Bunnell *	External	5-May-26

2026-104	Gerovitro (human thioredoxin)	Kumuda C. Das *	TTUHSC	5-May-26
2026-105	System and Method for Agentic AI Teaching Pipelines and Context-Aware Active Recall	Rajat Jadhav *;Walker Moody	TTU	10-May-26
2026-106	Column-Stabilized Horizontal Gas Anchor with Dual Check Valves	Luke Elbel *;Marshall C. Watson	TTU	12-May-26
2026-107	Agriculture Adaptive Nozzle Attachment	Jhoana Garcia; Ryan Moore; Julian Robledo *;Saksham Sedhai; Sohan Subedi	TTU	14-May-26
2026-108	Pulse-Electrolytic Conversion of Organic Biosolids and Centrate into Methane, Ethylene, and Ethane (C1/C2 Light Hydrocarbons) and Syngas Using Copper, Copper-Alloy, and Transition-Metal Electrodes	Gerardine G. Botte *;Neidy Ocuane; Evandi Rahman	TTU	18-May-26
2026-109	Mechanical Enhancement of Hydrogel Films by an Adjustable-Gap Roller	Fariha Afnan; Wei Li *	TTU	18-May-26
2026-110	CASFER 2.0 - Briefcase Reactor System	Sergio Arango-Osorio; Gerardine G. Botte *	TTU	18-May-26
2026-111	Electrifying Ammonia Production: Ambient-Pressure Synthesis Using Microwave Via Resonant Helical Antenna	Changzhi Li; Hasib Mahbub; Mahdi Malmali *;Md Shahriar ;S M Tanveer Mahtab	TTU	20-May-26
2026-112	Systems and Methods for Biomineralized SERS-Based Biomolecular Classification	Zeeshan Ahmad; Indrajit Srivastava *	TTU	26-May-26
2026-113	Shoulder Board or Shoulder Stretching and Massage Tool	Curtis Norrod *	External	1-Jun-26
2026-114	Story Writing Lab: An AI-Powered, Teacher-Mediated Creative Writing Game Platform for K-12 Students	Andres Reales *	External	3-Jun-26
2026-115	Ventriculo-subgaleal Shunt: Hydrocephalus in Neonates	Laszlo Nagy *	TTUHSC	3-Jun-26

2026-116	Insparin (E4orf1) as a Novel Antifibrotic Therapeutic for Prevention of Metabolic Dysfunction-Associated Steatohepatitis (MASH) and Hepatocellular Carcinoma	Nikhil V. Dhurandhar *;Vijay Hegde	TTU	8-Jun-26
2026-117	Ceramic 3D Printed Verticulture Hydroponic	Logman Arja *	External	8-Jun-26
2026-118	Agency-Conduit: Tenant-Isolated Insurance CRM Synchronization, Analytics, and AI Coaching Platform	Braden Grubb *	External	29-Jun-26
2026-119	Nopal (Cactus) Powder & Tuna (Prickly Pear) Powder	Veronica Mata *	External	29-Jun-26
2026-120	CocoaMoo - A Sugar-Free, Dairy-Free Chocolate Milk Mix Formulation	James Woodley *	External	1-Jul-26
2026-121	Wounded Wilson Hybrid Tactical-Medical Training Dummy	Alejandro Gerardo Garcia *	External	2-Jul-26
2026-122	Software System for Automated Task-Based Rent Reduction Calculations in Intergenerational Home-Sharing Platform	Keya Malhotra *	TTUHSC	2-Jul-26
2026-123	Classed: AI-Powered Student Engagement Platform and Retention Prediction System for Higher Education	Mohammed Ali Alabdali; Oliver Currlin *	External	3-Jul-26
2026-124	HydroTier: A self-cleaning and filtering water trough	Kali Linville; Justin Tidwell *	TTU	7-Jul-26
2026-125	NewsHound: Independently Developed Evidence-Linked AI System for Investigative Journalism	Marc Drumwright *	External	8-Jul-26
2026-126	RAD6 Inhibitors as Anticancer Drugs	Venkatram R Mereddy; Tasmin Omy; Komaraiah Palle *	TTUHSC	9-Jul-26
2026-127	Microfluidic Perfusion Technology for Allergy and Autoimmune Diseases	Hesaneh Ahmadi; Wei Li; Akhilesh K. Shakya *	TTU	13-Jul-26
2026-128	LIF Agonist Peptidomimetics for Preventing Implantation	Shayla Hernandez; Rajkumar Lakshmanaswamy; Hareesh B. Nair *; Bindu Santhamma	TTUHSC-EP	13-Jul-26

	Failure and Improving Pregnancy Rates			
2026-129	Engineered E4orf1 Protein Variants to Enhance Physicochemical Properties for Drug Development.	Nikhil V. Dhurandhar *; Vijay Hegde	TTU	13-Jul-26
2026-130	Preliminary Evidence of Biomarkers for Anorexia Nervosa via DNA Methylation	Jennifer (Piper) Below; Meilssa Munn-Chernoff *;Kari North	TTU	15-Jul-26
2026-131	Methods to improve regeneration and transformation in sorghum and other cereals	Pallavi Dhiman; Yinping Jiao; Gunvant B. Patil *	TTU	17-Jul-26
2026-132	Polyisoindigo-Based NIR-II/SWIR Fluorophores	Nikita Gill; Robert N. Posey; Joshua Tropp *	TTU	21-Jul-26
2026-133	ForoCivic: A Civic Deliberation, Public-Input Analysis, and Municipal Decision-Support Platform	Michael O'Donnell *	External	22-Jul-26
2026-134	Nondestructive Point-of-Need CRISPR-Cas12a Lateral Flow Platform for Rapid New World Screwworm Field Triage	Hui Chen *;Chad Cross; Brianna Garcia; Zhicheng Peng; Jeshua Podliska	TTU	23-Jul-26
2026-135	The Art of Dealing a Fair Assignment	Kai-Ann Campbell *	TTUHSC	24-Jul-26
2026-136	FerA Domain-Based Compositions and Methods for Binding and Delivery of Small Molecules and Peptides	Peter Keyel; Roger B. Sutton *	TTU; TTUHSC	24-Jul-26
2026-137	Development of Human MFSD10 Fab as Research Tool or Therapeutic	Lan Guan *; Satoshi Ogasawara	TTUHSC	30-Jul-26
2026-138	Autonomous Indoor Chamber-Based System for Plant Gas Flux and Environmental Phenotyping	Haydee Laza *	TTU	4-Aug-26
2026-139	Grip IQ Telemetry Analysis: Software Products for Analyzing Telemetry and Race Data from iRacing® Simulations	Andrew Littlefield *;Mike Sinopoli	External	11-Aug-26
2026-140	Universal Battery Voltage Predictor	Sanchita Ghosh; Tanushree Roy *	TTU	10-Aug-26

2026-141	A Physics-Informed PHATE Resilience Manifold Framework for Hurricane-Impacted Coupled Transmission Distribution Systems	L Bastias *; Manohar Chamana	TTU	13-Aug-26
2026-142	Increasing the Therapeutic Efficacy of Nanoparticles By Understanding Their Metabolic Fate	Patricia Back; Irene La-Beck *; Shadan Modaresahmadi	TTUHSC	14-Aug-26
2026-143	Portable Colorimetric Saliva Diagnostic Box and Test Strip for Non-Invasive Egg Allergen Detection	Caleb Martinez *	External	18-Aug-26
2026-144	Capability-Mediated Consequence Transfer (CMCT) for Cyber-Physical Prioritization of Operational-Technology Vulnerabilities	Olatunji Matthew Adeyanju; Raman Barnwal *;Roshan Barnwal; Stephen B. Bayne; Manohar Chamana	TTU	18-Aug-26
2026-145	Clinical Trial Real-Time Screener	Pichatorn Suppakitjanusant *	TTUHSC	19-Aug-26
2026-146	Bubble Blob 2.0	Bridget Cunningham; Abbigail Loddeke; Killian Parker *	TTU	19-Aug-26
2026-147	Programmable Root Circuits for Adaptive Phosphorus Acquisition in Crops	Luis Rafael Herrera-Estrella *	TTU	19-Aug-26
2026-148	System and Method of air-gapped Telecommunications System use as WIFI Gateway for non-air-gapped telecom devices.	Brenda A. Connor *	TTU	21-Aug-26
2026-149	Automated Ultrasound File Organizer for GE DICOM Exports	Jacob A. Mota *	TTU	24-Aug-26
2026-150	Method of Growing Yttrium Alloyed III-Nitride Nanostructure	Injamamul Hoque Emu; Mano Bala Sankar Muthu; Manikanthababu Nethala; Hieu P Nguyen *	TTU	25-Aug-26

2026-151	Software Defined Networking-Based Moving Target Defense Framework for Cyber-Physical Power Systems	Olatunji Matthew Adeyanju; Stephen B. Bayne; Argenis V. Bilbao; Manohar Chamana; Larissa Souto *	TTU	26-Aug-26
2026-152	Thiazole Hydrazide Analogs and Methods for Multi-Organ Mitigation of Radiation- and Cancer Therapy-Induced Tissue Injury	Asaithamby Aroumougame; Shibani Mukherjee; Hesham Sadek; Mahmoud Salama Ahmed *	TTUHSC	26-Aug-26

Appendix B

FY26 Provisional Patent Applications Filed

Intellectual Property Tracking Code	Intellectual Property Title	Application No.	Application Date	Inventors *(*Lead Inventor)*	Institution
2024-055	A Nuclear Energy Cycle and Related Methods	63/973,968	2-Feb-26	Robert V. Duncan *	TTU
2024-062	Filter Piece Inserts for Face Coverings	63/909,104	31-Oct-25	Seshadri S. Ramkumar *; Mirza M.O. Khyum	TTU
2024-079	Automatic Portable Pill Dispenser	63/921,800	20-Nov-25	Paul Egan; Frank Muniz; Sai Pranathi Bingi *; Jeena Poudel	TTU; TTUHSC
2024-080	Turbo and Staircase Chirality Molecules	63/883,085	17-Sep-25	Guigen Li *	TTU
2024-120	Methods and Systems for Predicting Length of Hospital Stay for Burn Patients	63/888,137	25-Sep-25	Alan W. Pang *; Rafael Cacao; Vishal V. Bandaru	TTU; TTUHSC
2024-122	Cryogels for Effective Autoantibodies Depletion in Autoimmune Diseases Management	63/935,072	9-Dec-25	Akhilesh K. Shakya *	TTU
2025-007	Ultra-fast Rotary Ultrasonic Micro-machining System	63/976,486	5-Feb-26	Weilong Cong *;Md Shah Rumman Ansary Rezvy	TTU
2025-033	Electrochemical Impedance Spectroscopy for Evaluating Pressure-Dependent Interfacial Contact	63/907,840	29-Oct-25	Zeeshan Ahmad *; Md Salman Rabbi Limon	TTU
2025-039	Glaucoma Drainage Implant with Attached Organo-Selenium that is Antimicrobial and Fibrosis Resistant	63/995,207	3-Mar-26	Ted W. Reid *;Phat L. Tran; Matt Porter	TTUHSC
2025-045	Nanoformulation of Immune Checkpoint Inhibitors	63/889,175	26-Sep-25	Ninh La-Beck *; Md Rakibul Islam	TTUHSC

2025-047	Sm-p80 For Immunotherapy	64/045,237	21-Apr-26	Afzal A. Siddiqui; Mumtaz Balkhi Yaseen *; Aryandra Arya	TTUHSC
2025-051	Biochemical Sepsis Detection	63/962,021	16-Jan-26	Dimitri S. Pappas *;Ke Liu	TTU
2025-060	Microvascular Coupler	64/031,063	6-Apr-26	Paul Egan; Yusuf Dundar *; Scott E. Boyer	TTU; TTUHSC
2025-061	Single Particle Glow Discharge Optical Emission Spectroscopy	63/883,970	18-Sep-25	Gerardo Gamez *; Rajendra Joshi	TTU
2025-064	Point-of-Care Drug Testing Platform for Human Breast Milk Analysis	63/960,309	14-Jan-26	Kaytlin Krutsch *;Palika D. Datta;Hui Chen	TTUHSC; TTU
2025-078	Raman Spectroscopy Combined with Machine Learning for Use in Chronic Wasting Disease (CWD) Surveillance	64/064,745	13-May-26	Lenka Halamkova; Warren C. Conway *; Courtney L. Ramsey	TTU
2025-079	Systems and Methods for Forming Tumor-Mimicking Phantoms	63/890,208	29-Sep-25	Indrajit Srivastava *; Asma Harun; Nathaniel Bendele	TTU
2025-090	Thienoisoindigo-based Near-Infrared Fluorophores for Bioimaging	63/873,998	2-Sep-25	Joshua Tropp *; Robert Posey; Nikita Gill	TTU
2025-101	Magnetic Field Assisted Electrochemical Carbon Dioxide Reduction to Formic Acid	64/071,649	21-May-26	Jenifer Gomez Pastora *	TTU
2025-101	Magnetic Field-assisted Electrochemical Carbon Dioxide Reduction to Chemical Products	64/110,704	13-Jul-26	Jenifer Gomez Pastora *; Rodrigo Hernandez Torres; Jose Antonio Abarca Gonzalez; Cristina Gonzalez Fernandez; Guillermo Diaz Sainz; Jose Angel Irabien Guilias	TTU
2025-108	Ferutinin Analogs and Uses Thereof	64/054,268	30-Apr-26	Hiranmoy Das *; Bhaskar C. Das	TTUHSC

2025-114	Aerogel-based Nuclear Fuel	63/997,171	5-Mar-26	Robert V. Duncan *;Cuikun Lin; Andrew K. Gillespie; Ian N. Jones; Sandeep Puri; Bo Zhao; Noah J. D'Amico	TTU
2025-124	Lateral Flow Assay Analysis	64/122,677	30-Jul-26	Hui Chen *;Minhao Liu; Nazmul Huda Ovi; Sheng Feng; Sheng He; Yangming Ou;Pu SUn	TTU
2025-125	Method to Assess and Predict Hydrogen Reservoirs using Seismic Data	63/935,038	9-Dec-25	Qingwang Yuan; Omar Maiga *; Mohamed Zinelabidine Doghmane	TTU
2025-129	Antiangiogenic Inhibitors and Methods for Treating Hepatocellular Carcinoma	64/042,601	17-Apr-26	Constantinos M. Mikelis *	TTUHSC
2026-010	Cyclodextrin-based Polymer Sorbent for Diverse Per- and Polyfluoroalkyl Substances (PFAS) Removal	63/930,498	3-Dec-25	George Ashraf Tharwat Haleem Hana; Yuexiao Shen *; Yilang Sun	TTU
2026-012	Cycle-by-Cycle Liquid Slug Production Measuring From Surface Flowline Measurements	63/911,718	5-Nov-25	Smith Leggett *; Caio Morais De Almeida	TTU
2026-014	Use of SGLT2 Inhibitors to Improve Hoof Growth and Lameness Score	64/112,976	16-Jul-26	Laszlo M. Hunyadi *; Emily Ann Sundman	TTU
2026-017	Identification of Magnetic Particle Parameters with Hardware Acceleration	63/998,493	6-Mar-26	Kai Wu *; Ebrahim Azizi	TTU
2026-020	Protein-Polymer Nanoprobes for Near-Infrared II (NIR-II) Bioimaging	64/065,480	14-May-26	Indrajit Srivastava *; Isabella Vasquez	TTU
2026-022	Materials and methods for per-and polyfluoroalkyl substances (pfas) pre-concentration, detection and mitigation	63/896,461	9-Oct-25	Jessica LaFond *	TTU

2026-023	Cardioprotective and liver protective effects of Insparin	63/911,165	4-Nov-25	Vijay Hegde *	TTU
2026-025	System and Method of Energy Aware Cooperative Sensing Optimization using Mobile Network Enabled AI	63/952,012	31-Dec-25	Brenda A. Connor *; Tanner Capps; Trystian Corujo	TTU
2026-048	Tritium Content Determination in Deuterium Gas and Heavy Water	64/128,038	7-Aug-26	Robert V. Duncan *;Cuikun Lin; Andrew K. Gillespie; Ian N. Jones; Noah J. D'Amico; Sandeep Puri	TTU
2026-049	Particles for Enhancing Nutrient Bioavailability and Gut Health	64/021,459	30-Mar-26	Naima Moustaid-Moussa; Yujiao Zu *	TTU
2026-050	Methods and Systems for Electrochemical Synthesis of Nanostructured Phosphate Materials from Organic Materials and Applications Thereof	64/015,943	24-Mar-26	Gerardine G. Botte *;Zenifar Haque	TTU
2026-053	Lithium Extraction, Purification, and Recovery from Brine	64/131,389	11-Aug-26	Mahdi Malmali *;Najmul Haque Barbhuiya	TTU
2026-055	Surface-Functionalization of Virus-Like Particles with Spytag for Bioconjugation Applications	63/964,351	20-Jan-26	Ebenezer V. Tumban *;Milad Kheirvari; Hong Liu	TTU
2026-057	System and Method for Authentication Using Near-Ultrasonic Environmental Presence	64/115,794	20-Jul-26	Abdul Serwadda *; Hasan Al-Qudah	TTU
2026-070	Electrochemical Organic Residuals Treatment Systems and Method of Use Thereof	64/068,635	18-May-26	Gerardine G. Botte *	TTU

2026-076	Insparin for Glycemic Control and Weight Loss	64/002,771	11-Mar-26	Nikhil V. Dhurandhar *; Vijay Hegde	TTU
2026-079	Synthesis of Traceable, Anisotropic Micro and Nanoplastics	64/103,348	1-Jul-26	Minxiang "Glenn" Zeng *;Naimul Arefin; Sun Hee Yim; Yeok Boo Chang	TTU
2026-082	Enhancing Crop Nutrient Uptake Through Targeted Regulation of Symbiosis-Associated Genes	64/091,549	16-Jun-26	Luis Rafael Herrera-Estrella; Gunvant B. Patil *; Leonidas D'Agostino	TTU
2026-089	Ion Templated Polymers with Ion Reservoirs for Ion Extraction from Brines	64/121,405	29-Jul-26	Anthony F Cozzolino *; Lina Delgado; Mahshad Karimi Ghartemani; Jonathan R. Grammer	TTU
2026-108	Systems and Methods for Generation of Light Hydrocarbons from Organic Waste	64/068,692	18-May-26	Gerardine G. Botte *; Evandi Rahman; Neidy Ocuane	TTU
2026-110	Reactor System	64/068,756	18-May-26	Gerardine G. Botte *; Sergio Arango-Osorio	TTU
2026-116	AD36 E4 ORF1 for Preventing Liver Cancer	64/117,833	23-Jul-26	Nikhil V. Dhurandhar *; Vijay Hegde	TTU
2026-131	Methods to Improve Regeneration and Transformation in Sorghum and Other Cereals	64/142,209	27-Aug-26	Gunvant B. Patil *; Yinping Jiao; Pallavi Dhiman	TTU

Appendix C

FY26 U.S. Issued Patents

Intellectual Property Tracking Code	Intellectual Property Title	Intellectual Property Number	Issue Date	Inventors	Institution
D-1565	Rapid Cell Isolation and Recovery using Hollow Glass Microspheres Coated with Biodegradable Nanostructured Films	12,410,396	9-Sep-25	Wei Li *; Ziye Dong	TTU
2022-107	Radiation Shield Base	D1095840	30-Sep-25	Robert A. Danforth *; Alejandro S. Gonzalez	TTUHSC El Paso
2023-054	Method and Device for Detecting Subclinical Hypoxemia Using Whole Blood T2P	12,429,544	30-Sep-25	David P. Cistola *	TTUHSC El Paso
2019-115	Electroactive Polymer Valve	12,435,903	7-Oct-25	Wei Li *; Shakil Ahmad Shimul	TTU
D-1530	Diagnosis and Treatment of ALT Cancer	12,435,380	7-Oct-25	Patrick Reynolds *; Balakrishna Koneru; Shawn J. Macha	TTUHSC
2020-112	System, Method and Apparatus for Generating Randomly Aligned Fiber Beards for Object Evaluation	12,455,215	28-Oct-25	Brendan R. Kelly *	TTU
2019-046	Three-Dimensional Organic Sandwich Chirality and Its Synthetic Assembly	12,503,481	23-Nov-25	Guigen Li *	TTU
D-1521	Novel Modified Tetracyclines for Treatment of Alcohol Use Disorder, Pain and Other Disorders Involving Potential Inflammatory Processes	12,486,219	2-Dec-25	Ted W. Reid *;Mayank H. Shashtri; Susan E. Bergeson; Peter J. Syapin; Phat L. Tran	TTUHSC
2019-106	Compounds that inhibit interaction between OCT4 and MAPKAPK2 or DNA-PKCS	12,491,191	9-Dec-25	Patrick Reynolds ; Min H. Kang *; Sung-Jen Wei, None	TTUHSC
2020-054	Open System Cold Plate Differential Calorimeter	12,498,278	16-Dec-25	Shelby L. Lacouture *; Robert V. Duncan; Moses Trevor Dardik; Dennis van der Vliet; Mitchell D. Kelley; Madison Atwood	TTU

2020-018	Methods of 3D Printing Thermosetting Polymers and Continuous Fiber Composites via In-situ Self-propagation Curing and Systems Thereof	12,496,766	16-Dec-25	Shiren Wang; JingJing Qiu *	TTU
D-1584	Multivalent Virus Like Particle Vaccines	12,502,425	23-Dec-25	Himanshu Garg *;Anjali Joshi	TTUHSC El Paso
2019-117	AD36E4ORF1: A Therapeutic Treatment for Alzheimer's Disease	12,514,901	6-Jan-26	Nikhil V. Dhurandhar *	TTU
D-1354	System and Method for Measuring Real-Time Body Kinematics	12,514,529	6-Jan-26	Kerry K. Gilbert; Suhas U. Pol *; Phil S. Sizer; Richard F. Ellis	TTUHSC; TTU
2019-045	Automated Microfluidic System for Lifespan and Healthspan Analysis in Nematodes	12,529,693	20-Jan-26	Siva A. Vanapalli *; Mizanur Rahman; Siddhartha Gupta; Taslim R. Anupom	TTU
2019-093	Microfluidic Microparticle-labeled Impedance Sensor Array for Enhancing Bioassay Sensitivity	12,546,773	10-Feb-26	Jungkyu Kim	TTU
2019-081	Mutant Dnase1L3 with Improved Serum Half-Life	12,577,571	17-Mar-26	Roger B. Sutton; Peter Keyel *; Jon McCord	TTU; TTUHSC
2020-012	Method for the Rapid Osmotic Drying of Food	12,582,131	24-Mar-26	Richard S. Meyer *	TTU
D-1605	Emulsion for Improving Meat	12,628,839	19-May-26	Richard S. Meyer *	TTU
D-1375	Methods and Devices for the Treatment of Food Allergies	12,629,414	19-May-26	Harvinder S. Gill *; Akhilesh K. Shakya	TTU
2020-044	Methods and Compositions for Increasing Transduction Efficiency with Cell Membrane Fusion Proteins	12,636,380	26-May-26	Roger B. Sutton *; Chengwen Li	TTUHSC
2019-129	Wide Bandgap Optical Phased Arrays (OPAs) and Methods Related Thereto	12,645,103	2-Jun-26	Jingyu Lin; Hongxing Jiang *; Changzhi Li; Jing Li; Trey Smith; Aaron Carman	TTU

D-1211	Method for Optimization of Huff-N-Puff Gas Injection in Hydrocarbon Reservoirs	12,650,065	9-Jun-26	James J. Sheng *	TTU
2020-104	Reconfigurable Unmanned Vehicles	12,654,839	16-Jun-26	Victor H. Maldonado *; Donald J. Docimo; Yao Ma	TTU
D-1631	Methods and Systems for Thrust-Based Turbine Wake Control	12,655,825	16-Jun-26	Suhas U. Pol *;Ricardo Castillo	TTU
2020-006	Hyperuniform-Structured Profiling System	12,663,361	23-Jun-26	Wei Li *; Zhenya Ding	TTU
2019-096	Method of Making Cellulose Bioplastics	12,668,674	30-Jun-26	Noureddine Abidi *	TTU
D-1597	Method and System for Non-Contact Motion-Based User Authentication	12,677,146	7-Jul-26	Changzhi Li *; Wenyao Xu	TTU
2024-110	Methods and Tools for Predicting Cardiometabolic Health by Combining Blood T2 Parameters with Other Measures	12,676,239	7-Jul-26	David P. Cistola *;Alok K. Dwivedi; Erin B. Campbell	TTUHSC El Paso
2021-098	Surgical Trainer with Mechanical Feedback	12,688,797	21-Jul-26	Paul Egan *;Catherine A. Ronaghan; Travis Reiss; Kyle T. Fenn	TTU; TTUHSC

Appendix D

TTUS Patent Lifecycle Conversion Rates (FY24 – FY26)

	FY24	**FY25**	**FY26**
Disclosures Converted to Provisional Filings *(from previous FY)*	59 (48%)	55 (42%)	48 (35%)
Provisionals Converted *(from previous FY)*	32 (64%)	41 (69%)	37 (67%)
Provisionals Refiled *(from previous FY)*	8 (16%)	12 (20%)	5 (9%)
Provisionals Abandoned *(from previous FY)*	10 (20%)	6 (10%)	13 (24%)

Appendix E

Comprehensive Fiscal Year Metrics by Institution - FY 22 – FY 25

FY26

	Invention Disclosures	Percent Total Disclosures	Provisional Patent Applications	Non-Provisional Applications	Issued US Patents	Licenses Signed	License Revenue	Percent Revenue
TTU	95	63%	39	76	19	22	$853,773	71%
TTUHSC	26	17%	5	14	4	5	$288,230	24%
TTUHSC El Paso	4	3%	0	13	4	3	$69,005	6%
Joint TTU/HSC	4	3%	4	5	3	8	0	0%
Angelo State	0	0%	0	0	0	0	0	0%
Midwestern	0	0%	0	0	0	0	0 0	0%
External/Student	22	15%	0	0	0	0	0 0	0%
Totals:	*151*		*48*	*108*	*30*	*38*	*$ 1,211,008*	

FY25

	Invention Disclosures	Percent Total Disclosures	Provisional Patent Applications	Non-Provisional Applications	Issued US Patents	Licenses Signed	License Revenue	Percent Revenue
TTU	88	64%	36	68	18	21	$741,247	71%
TTUHSC	24	18%	13	18	6	9	$162,416	15%
TTUHSC El Paso	5	4%	2	5	0	1	$146,356	14%
Joint TTU/HSC	7	5%	4	7	0	5	$-	0%
Angelo State	0	0%	0	1	0	0	$1,000.00	0%
Midwestern	1	1%	0	0	0	0	$-	0%
External/Student	12	9%	0	0	0	0	$-	0
Totals:	*137*		*55*	*99*	*24*	*36*	*$1,051,019*	

FY24

	Invention Disclosures	Percent Total Disclosures	Provisional Patent Applications	Non-Provisional Applications	Issued US Patents	Licenses Signed	License Revenue	Percent Revenue
TTU	73	56%	41	52	11	16	$547,955	78%
TTUHSC	29	22%	11	12	8	9	$145,506	21%
TTUHSC El Paso	5	4%	2	4	3	0	$7,770	1%
Joint TTU/HSC	8	6%	5	11	1	5	0	0%
Angelo State	0	0%	0	1	0	2	$1,000	0%
Midwestern	1	1%	0	0	0	0	0	0%
External/Student	15	11%	0	0	0	0	0	0%
Totals:	*131*		*59*	*80*	*23*	*31*	*$702,231*	

FY23

	Invention Disclosures	Percent Total Disclosures	Provisional Patent Applications	Non-Provisional Applications	Issued US Patents	Licenses Signed	License Revenue	Percent Revenue
TTU	61	50%	31	54	14	10	$728,421	73%
TTUHSC	26	21%	10	35	7	9	$174,882	17%
TTUHSC El Paso	10	8%	5	5	1	4	$98,138	10%
Joint TTU/HSC	10	8%	3	7	0	5	0	0%
Angelo State	0	0%	1	0	0	1	0	0%
External/Student	15	12%	0	0	0	0	0	0
Totals:	*122*		*50*	*101*	*22*	*30*	*$1,001,441*	

FY22

	Invention Disclosures	Percent Total Disclosures	Provisional Patent Applications	Non-Provisional Applications	Issued US Patents	Licenses Signed	License Revenue	Percent Revenue
TTU	59	54%	28	54	15	27	$1,029,350	86%
TTUHSC	25	23%	7	10	7	6	$121,125	10%
TTUHSC El Paso	7	6%	2	3	3	0	$48,400	4%
Joint TTU/HSC	7	6%	4	4	0	3	0	0%
Angelo State	1	1%	0	0	0	0	0	0%
External/Student	11	10%	0	0	0	0	0	0
Totals:	*110*		*41*	*71*	*25*	*36*	*$1,198,875*	

Appendix F

TTUS Invention Disclosures by School/College

School/College	Total Disclosures	Percent
TTU Engineering	44	29%
TTUHSC Medicine	24	16%
TTU Veterinary Medicine	16.5	11%
TTU Arts and Sciences	14	9%
Other*	9	6%
TTU Health and Human Sciences	8	5%
TTU Davis College	6.5	4%
TTUHSC El Paso	4	3%
TTUHSC Pharmacy	3	2%
External	22	15%
Totals	**151**	**100%**

** Other Schools/Colleges include TTU Architecture, Business, Media and Communications, Visual and Performing Arts, and TTUHSC Nursing.*

Appendix G

FY26 Executed Technology License Agreements

Institution	Exclusive License	Copyright License	Option Agreement	Validation Agreement	Total	Licenses to Startups
TTU	8	2	9	3	22	10
TTUHSC	2	0	2	0	4	2
TTUHSC El Paso	0	0	2	1	3	1
TTU/TTUHSC	3	0	6	0	9	3
Total	13	2	19	4	38	16

1. Cardio Intelligent Systems, LLC, Limited License/Option, 9/26/2025, 2022-070 "Systems and methods for predicting treatment outcomes and post-operative risk for cardiac surgeries" Nandini Nair/Dongping Du, **TTU/TTUHSC**

2.** 4X Instruments, LLC, Limited License/Option, 8/31/2025, 2023-119 "Device for Particle Characterization in a Liquid Sample using Electrical Reflectance" Dimitri Pappas/Gordon Christopher/Derek Johnston, **TTU.**

3. The Purrfect Feeder-Xachary Chapman, Validation License, 10/9/2025, 2025-050/2025-111 "The Purrfect Feeder, A Canned Food Cutter and Portioned Food Dispenser" Jeffrey Hanson/Xachary Chapman/Austin Pflum, **TTU.**

4.** Mirus Boletus LLC, Limited License/Option Agreement, 10/5/25, 2021-069 "Preparation of chitin nanocrystals from crustacean biomass using ionic liquid 1-ethyl-3-methylimidazolium hydrogen sulfate" Noureddine Abidi/Julia Shamshina, **TTU.**

5.** GeoListen, Exclusive License, 10/6/25, 20025-070 "GeoListen" Pater Martens/David Sears, **TTU**.

6.** Simuvet LLC, Exclusive License, 12/9/2025, 2024-073, 2025-082, 2025-083, 2025-086, 2025-091 "Popeye the Pug/BLUE Healer/COW/Equine/Seymour "Guy Gilbert/Trista Mills/Brenden Brown/Erica Vincent/Kyre Larrabee/Philippa Gibbons/John Dascanio, **TTU.**

7. Better Bleeding Control, LLC. Limited License/Option, 11/11/2025, 2023-056 "Stop The Bleed Device" Brittany Bankhead/Julie Chugh/Peter Keller/Richard Gale, **TTU/TTUHSC.**

8. MelodiaSync LLC, Exclusive License, 12/4/2025, 2024-032/2025-008 "System and Methods for Optimization of the Human Brain to a Target State Using Auditory Binaural Beats Guided by Continuous Single-Electrode Electroencephalography Feedback" Chanaka Kahathuduwa/Jessica Blume/Chathnurika Dhanasekara, **TTUHSC.**

9.** AIKO Healthcare Solutions, Limited License/Option, 12/15/2025, 2024-120 "Innovative Methodology (Application of Deep Learning) to Predict Length of Hospital Stay for Burn Patients" Alan Pang/Rafael Cacao/Vishal Bandaru, **TTU/TTUHSC.**

10.** Polypower Systems, LLC. Limited License/Option, 1/6/26, D-0911 "Drag Reduction on Wind Turbine Blades and Underwater Bodies by Means of Bio-Inspired Fibrillar Surfaces" Burak Aksak/Luciano Castillo/Metin Sitti, **TTU.**

11.** Vimex Genomics, LLC, Validation License, 1/15/2026, 2025-027 "Development of a gene editing technology using ribonucleoprotein (RNP) via pollen transformation in crops" Luis Herrera-Estrella/Chien Ha/Lam-Son Tran, **TTU.**

12.** Milk Monitor, Limited License/Option, 1/19/2026, 2025-064/2025-071/2025-122 "Point-of-Care Drug Testing Platform for Human Breast Milk Analysis" Kaitlyn Krutsch/Palika Datta/Hui Chen, **TTU/TTUHSC.**

13. Simpleaf Brands, Limited License/Option, 3/1/2026, 2023-027/D-0987 "Decontamination wipe with activated carbon sandwiched between layers of cotton and polyester" / "Low Micronaire Cotton Oil Sorbent Batts". Seshadri Ramkumar/Vinitkumar Singh, Bunmi Olopade, **TTU.**

14. NaMi Diagnostics, Limited License/Option, 3/10/2026, 2025-051 "Cell Isolation and Deformability Assessment Device" Dimitri Pappas/Ke Liu, **TTU.**

15.** Famil Inc., Exclusive License, 3/27/2026, 2023-014 "Method and apparatus for measuring inhibin A and inhibin B and algorithms for their use as biomarkers" Stephen Usala/Harvinder Gill/Adao Trinidade/Guarav Joshi/Logan Wilks/David Vineyard, **TTU/TTUHSC.**

16.** 2DS Tech LLC, Limited License/Option Agreement, 4/30/2026, 2023-042 "Long-Wave Infrared Phase Modulator and Device for Producing Polarization Ellipticity Standards" Myoung-Hwan Kim/Zachary Brown/Satya Kachiraju, **TTU.**

17. Google, Developer Distribution Agreement, 5/1/2026, 2026-062 "Ag Vet Lingue Application" Arlene Garcia/Leonor Salazar/Silvana Pietrosemoli, **TTU.**

18. Ardiyon Bio, LLC, Limited License Option, 5/31/2026, 2024-125 "PEGylation of Therapeutic Proteins" Roger B. Sutton/Jon McCord, **TTUHSC.**

19. GoFarming LMS, LLC, Copyright License, 6/1/2026, 2025-046 "Spanish for Specific Purposes in Agriculture (SSPA)" Arlene Garcia/Leonor Salazar/Silvana Pietrosemoli, **TTU.**

20. Research Foundation of the City University of New York/Synko Pharma Corp., Option Agreement, 12/16/24 D-1588 "Carbohydrate-binding small molecules with antiviral activity" Himanshu Garg/Anjali Joshi, **TTUHSC El Paso.**

21. Polypower Systems, Limited license/Option Agreement, 6/6/2026, D-0911 "Drag Reduction on Wind Turbine Blades and Underwater Bodies by Means of Bio-Inspired Fibrillar Surfaces" Burak Aksak/Luciano Castillo/Metin Sitti, **TTU.**

22. VIMEX Genomics LLC, Exclusive License Agreement, 7/2/2026, 2025-027 "Development of a gene editing technology using ribonucleoprotein (RNP) via pollen transformation in crops" Luis Herrera-Estrella/Chien Ha/Lam-Som Tran, **TTU.**

23.** Ad-Vectors Biotech, LLC. Limited License Option Agreement, 7/13/2026, D-0923 "A New Universal Influenza Vaccine" Mingtao Zeng/Junwei Li, **TTUHSC El Paso.**

24. Blankslate Innovation, LLC, Exclusive License, 7/31/2026, 2026-068 "Compact FT-ICR Mass Spectrometer-Based System for Quantitative Measurements of Light-Elements for Fusion and Other Applications: Design and Development" Shelby Lacouture/Robert Duncan/Cuikun Lin/Ian Jones/Noah D'Amico/Noah Federovitch, **TTU.**

25. Blankslate Innovation, LLC, Exclusive License, 7/31/2026, 2025-020 "Development of Solid-State Particle Track Detectors with Enhanced Neutron Detection for Fusion and Aerospace Applications" Robert Duncan/Annette Sobel/Cuikun Lin, Andrew Gillespie, Ian Jones, Sandeep Puri, Noah D'Amico, **TTU/TTUHSC.**

26.** Caprock Biotechnology LLC, Exclusive License, 8/1/2026, D-1521 "Modified minocyclines for the treatment and prevention of alcohol use disorder" D-1429 "Modified Tetracycline for treatment of disorders involving potential inflammatory processes" Susan Bergeson/Ted Reid/Mayank Shashtri/Peter Syapin/Phat Tran, **TTUHSC.**

27. Blankslate Innovation, Limited License Option, 8/3/2026, 2023-029/2023-083, "Metal Hydride Production in Sealed Environment" "Automated Sequential Deuteriation System for Preparing Deuterated Alkali Hydroxides", Robert Duncan/Cuikun Lin/Christopher Carty/Andrew Gillespie/Ian Jones/Sandeep Puri, **TTU.**

28. Blankslate Innovation, Limited License Option, 8/3/2026, 2022-022 "Modular Respiratory Sensor Integration Block System" 2024-013 "Data Logging Respiratory Sensor Integration Block" Shelby Lacouture/Robert Duncan/Annette Sobel/Paul Walter/Brian Williams/Cuikun Lin/Mitchell Kelley/Laszlo Hunyadi/Emily Sundman/Noah Plues, **TTU/TTUHSC.**

29.** Vinculum Biosciences, LLC, Validation Agreement, 7/20/2026, 2026-098 "Osteogenic enhancement of polyether ether ketone (PEEK) surfaces" Danielle Levitt/Jonathan Adams/ Saadyah Averick/Proyag Datta, **TTU**.

30. PillMed, LLC., Exclusive License Agreement, 8/25/2026, 2024-079 "Automatic Portable Pill Dispenser" Paul Egan/Frank Muniz/Sai Bingi/Jeena Poudel, **TTU/TTUHSC.**

31. Insparin Therapeutics Inc., Exclusive License, 8/6/2026, 2019-117 "Ad36E4orf1: A possible therapeutic treatment for Alzheimer's Disease" Nikhil Dhurandhar/Vijay Hegde, **TTU.**

32. Insparin Therapeutics Inc., Exclusive License, 8/6/2026, 2026-097 “Insparin Reduces the Need for Increasing Doses of Exogenous Insulin to Treat Hyperglycemia” Nikhil Dhurandhar/Vijay Hegde, **TTU.**

33. Insparin Therapeutics Inc., Exclusive License, 8/6/2026, 2026-076 “Insparin for weight loss and fat loss” Nikhil Dhurandhar/Vijay Hegde, **TTU.**

34. Micro Med Designs, LLC, Limited License Option, 8/16/2026, 2025-060 “Microvascular Coupling Device” Paul Egan/Yusuf Dundar/Scott Boyer, **TTU/TTUHSC.**

35.** Grid Insights Energy, Limited License Option, 8/17/2026, 2024-102 “Machine Learning-Based Tool, "GridBids," for Electricity Demand, Variable Renewable Energy Output, and Electricity Price Forecasting” Suhas Pol/Ashish Sedai, **TTU.**

36.** Neopurpose Therapeutics, Limited License Option, 8/21/2026, 2022-046 “A Novel Bioink for solid tumor Bioprinting”, 2022-047 “Multimodal, Bio-printed Tumor Model for Oncology Drug Discovery Research”, 2024-058 “Bioprinted Bone-on-Chip", Sanjay Srtivastava/Shreyas Gaikwad/Mohamed Eltokhy/Marina Curcic, **TTUHSC.**

37.** Caprock DLE, Exclusive License Agreement, 8/20/2026 2026-089 “Ion Templated Polymers with Ion Reservoirs for Ion Extraction from Brines” Anthony Cozzollino/Lina Delgado/Mahshad Ghartemani/Jonathan Grammer, **TTU.**

38. HBS-245 Project Team, Validation Agreement, 8/26/2026, 2026-128 “LIF Agonist Peptidomimetics” Hareesh Nair, **TTUHSC El Paso**.

*** Indicates technologies licensed to TTUS startup companies*

Appendix H

Historical Annual Revenue and FY27 Projections

Revenue Received				
	Total Revenue	Reimbursed Legal	Disbursed *(System, Inst., Dept., Inventor)*	Retained for Operations
FY23	$1,001,441	$496,053	$340,522	$164,866
FY24	$702,231	$271,203	$286,009	$145,019
FY25	$1,051,019	$488,704	$383,174	$179,140
FY26	$1,211,008	$588,168	$435,987	$186,852
FY27 (Projected)	$1,761,623	$592,480	$818,400	$350,743