

MINUTES OF A MEETING OF THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA
HELD ON NOVEMBER 14, 2008

(Recorded in Trustees Volume 60, pp. 1654-2045)

MINUTES OF THE NOVEMBER 14, 2008 MEETING
OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

The Board of Trustees of The University of Alabama met in Sellers Auditorium, Bryant Conference Center on the campus of The University of Alabama on November 14, 2008. Trustee Finis E. St. John IV chaired the meeting. Michael A. Bownes served as Secretary.

On roll call, the following Trustees were present:

Dr. Joseph B. Morton, State Superintendent of Education

The Honorable Angus R. Cooper II, Trustee from
the First Congressional District

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

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

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

The Honorable Vanessa Leonard, Trustee from
the Third Congressional District

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

The Honorable Joe H. Ritch, Trustee from
the Fifth Congressional District

The Honorable Paul W. Bryant, Jr., Trustee from
the Sixth Congressional District

The Honorable John J. McMahon, Jr., Trustee from
the Sixth Congressional District

The Honorable Karen P. Brooks, Trustee from
the Seventh Congressional District

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

The Honorable Andria S. Hurst, Trustee from
the Seventh Congressional District

The following Trustee was unable to attend:

The Honorable Bob Riley, Governor

The meeting also was attended by: Chancellor Malcolm Portera; UA
President Robert E. Witt; UAB President Carol Z. Garrison; UAH President David
B. Williams; staff members from the Office of the Chancellor, the three campuses,
and the UAB Health System. Also in attendance were Student Representatives to
the Board of Trustees Cason M. Kirby from UA, Brittney A. Williams from UAB,
and Anthony Bowling from UAHuntsville. Faculty Representatives to the Board
in attendance were Dr. Karen F. Steckol from UA, Dr. Warren S. Martin from
UAB, and Dr. Rhonda Gaede from UAHuntsville.

Chairman St. John opened the meeting by saying that, in 1838, this Board
of Trustees had a meeting and the Chairman of the Building Committee, precursor
to the Physical Properties Committee, was Colonel William Stone. The Board
appropriated \$120 for the architect to design what they called an “appropriate
residence” for the President of The University of Alabama. They then
appropriated \$26,000 to build it.

He said he didn't know where then-President Basil Manley was living at the time, but based on what the Board saw in their visit last evening to the Mansion, it is clear that President Manley received an upgrade in his lodging.

Chairman St. John said in the 170 years since the President's Mansion was constructed, it has never looked more beautiful than it does at this time. Sandee and Bob Witt have turned it into a showplace that is also a warm and comfortable home that the entire University community should be proud of. On behalf of the Board, he thanked Dr. and Mrs. Witt for hosting the wonderful dinner and Emily Jamison for all her hard work.

Kellee Reinhart, Vice Chancellor for System Relations, introduced Karissa Bursch from *The Crimson White*, Hannah Wolfson from *The Birmingham News*, and Adam Jones from *The Tuscaloosa News*.

Chairman St. John called for approval of the minutes of the September 19, 2008, meeting, which has been distributed to each member of the Board. On motion of Trustee McMahon, seconded by Trustee Wilson, the minutes were approved as reported.

Chairman St. John recognized Chancellor Portera for a report from The University of Alabama System.

My report will be brief. I would like to begin by complimenting Dr. Witt, his team, faculty, staff, and students here at this University for the progress you heard about in this morning's Institutional Presentation. Bob is always the first to say this is a team effort, and I will be the first to say that this team is led extremely well.

Lest there be any misunderstanding, one of the slides Bob used in his presentation emphasized graduation rates and retention of students at UA. That is a major area of emphasis here.

You will recall that one slide included UAHuntsville. I want to be certain you understand that Huntsville is a campus that is transitioning from what amounts to a commuter campus to one that will have a strong residential component. Yesterday you approved a new dormitory at UAH that will add new beds to their inventory of resources. Right now there are only 1,200 beds on the campus and, as you heard yesterday, one factor that clearly strengthens the retention rate is for students to live on campus. Huntsville has functioned basically as an urban university for many years and I believe you will see great things as it continues to evolve.

Again, let me commend the leadership here for the progress that you can definitely see and feel across this campus.

Secondly, I want to again acknowledge your role and your support in the passage of Amendment One. Our Presidents came all out for it and helped get that Amendment passed. Dr. Joe Morton, our ex officio Trustee, also took a very public position in support of the passage of Amendment One.

As you will recall, Amendment One provides an opportunity for the Governor to borrow against the Oil and Gas Trust Fund to help offset budget shortfalls for the General Fund and the Education Trust Fund. We greatly appreciate the effort of the Presidents, the students, faculty, and staff in our System as well as the Trustees.

I vividly remember meeting with our three Presidents when it became evident that we were going to take a substantial budget cut from the State of Alabama. With the inclusion of the increases in the Retirement System contribution and the PEEHIP Health Insurance, our cut was about \$85 million.

David Williams' response to me was: "It is what it is." Carol Garrison's response to me was: "We will handle this." Bob Witt's response was: "We won't lose our momentum."

Those responses speak volumes. These Presidents are committed to make certain we maintain the momentum these institutions have and are working with us in a partnership role to insure that is the case. I personally want to thank all three of them for their attitude which is best summed up with: "It is what it is, and we will deal with it, and I promise you that."

Mr. Chairman, that includes my remarks.

Chairman St. John thanked Chancellor Portera for his remarks and said he would now call on Dr. Witt for any additional comments and to introduce his Faculty and Student Representatives to the Board.

President Witt said it was his pleasure to introduce the President of the Faculty Senate, Dr. Karen Steckol.

DR. KAREN STECKOL, UA FACULTY REP TO THE BOARD

I am pleased to have the opportunity to address the members of the Board of Trustees and guests this morning.

First, let me thank the members of the Board of Trustees for having the courage to pass a tuition increase last year. The state legislature's budget cut would have been catastrophic if you had not done so. An increase in tuition is always a difficult decision to make, but in this case it had to be done to ensure that The University of Alabama students would receive the quality education they deserve. Of course the faculty were disappointed that they were not going to be given raises but understood that this decision was in the best interest of the students and the University as a whole.

We are grateful for the past few years of higher than average raises to come close to the 75th percentile of the SUG average salary. I assure you that the faculty at the Capstone have a vested interest in the education of the young people of Alabama and beyond and will always do what is necessary to see that classroom instruction is never compromised.

That being said, it is with great pleasure that I tell you that the faculty at The University of Alabama are pleased with the direction in which the flagship is headed. At our first Faculty Senate meeting this August, President Witt addressed us as he has done every year since he joined The University of Alabama family. At the end of his presentation and question-and-answer session, it was unanimously voted that he receive a letter of support from the Faculty Senate on behalf of the faculty for his outstanding stewardship of the academy. It is because of his vision that the current budget crisis was minimized for the University.

Under his and Provost Bonner's leadership, we have grown in quality, faculty, students, facilities, and beauty. Incoming freshmen with high ACT scores and National Merit Scholars could go literally anywhere. But they come here with regularity.

Faculty is second to none. We attract faculty from some of the most prestigious institutions of higher learning in the world.

The faculty has a great working relationship with all the upper administrators, as our infrastructure is second to none. The Faculty Senate enjoys a close positive relationship with Provost Bonner and all the Vice Presidents but specifically Financial Affairs VP Dr. Gilbert, Interim Research VP Dr. Benson, and the now-permanent Student Affairs VP Dr. Nelson.

The University has instituted faculty- and student-friendly policies. Faculty promote student-centered learning as a centerpiece of the teaching model. Most use technology and varied teaching styles to make sure that all students are engaged in the classroom and have the best possible chance for academic success. When the Faculty Senate takes issue with any policy or procedure, all we need do is bring up the topic with Provost Bonner, whom we meet with on a regular basis, and we always work out a resolution that meets everyone's needs.

I know all of this sounds too good to be true. You can ask any student, community leader, or Tuscaloosan how their life has been enhanced by the changes made at The University of Alabama over the last 5-6 years. The overwhelming response would be positive. Were it not for the faculty and administration working together to achieve these goals, it would not be possible.

Let me give you some perspective from a personal point of view. I have moved around in the higher education community. I have worked as a faculty member, chair, or dean in five different settings in five different states. Many faculty members, and, I suspect, most of the Trustees, have spent their entire careers in Alabama. For those who have had little experience with other institutions, let me share some of the history and stories from other places.

First, let me start with the statement that this is the only university where I have worked that the faculty and administration have a true collaborative working relationship. In all the others, the faculty were at odds with the administration. Actually that is an understatement. In many cases, the faculty openly criticized administration, and faculty and faculty senates were instrumental in having many administrators removed from their positions. Let me share some statistics to make this point.

I have had the occasion to work with or under nine presidents and 13 provosts. Remember, I only have worked at five institutions of higher learning. At my last institution alone, I worked with two presidents, three provosts, four business deans, two law deans, four vice presidents of finance, two deans of public health -- well, you get the picture. I was there six very long years!

When faculty and administrators are at war, nothing of substance can be accomplished to further the mission of the institution. All energies are directed at the war and not the education of students, building the local economy, or working to enhance the community.

So, for those who wonder how The University of Alabama fares in the scheme of things, I would have to say, I am unaware of any other university faculty that has as much to boast about as we do! I am proud to be The University of Alabama's faculty representative to the Board of Trustees and proudly represent The University of Alabama faculty wherever I go. I plan to retire here. All I can say is, I wish I had found this place sooner!

Chairman St. John said we appreciate those remarks very much.

Dr. Witt said it was his pleasure to introduce the President of their Student Government Association, Cason Kirby.

CASON M. KIRBY, UA STUDENT REP TO THE BOARD

Good morning. As always, I am excited to join the Board of Trustees to report on the accomplishments, goals, and agenda of the Students' Government. I first met with you not long after taking office in the Spring, and since then, our SGA has brought unprecedented new initiatives and made greater strides in improving the lives of our students than ever before. For this, I would first like to thank the remarkable and dedicated group of students that form our SGA team and work tirelessly to improve the lives of fellow students.

One of the key factors in this year's successes has been the remarkable spirit of cooperation that our team has found in so many members of our Alabama family here today. For the first time in our institution's history, we have a University Standing Committee co-chaired by a student and a faculty member. We have further seen our relationship between the Faculty Senate, other leaders within the administration, and student government grow and strengthen as never before. We have been able to put many longtime, meaningless disagreements aside to dedicate ourselves to affecting real change in the lives of our students. For this, I would like to thank the thoughtful leadership of Dr. Karen Steckol, our Faculty Senate President, who has made great strides in representing our talented faculty while working to empower our student body.

What has likely been our most substantial achievement highlights our strong partnership with our Provost, Dr. Judy Bonner, and the University's academic

community. The 24-hour library pilot program has seen incredible usage throughout its short existence. And, I can at least vouch that the Political Science faculty have been doing their part to ensure that students have plenty of homework to keep them in the library until 4 o'clock in the morning.

All joking aside, as I am sure all of you very well know, this year's budget has hit higher education especially hard. One of our missions as student leaders is to make it easier for UA students to do their jobs in the classroom. So to help them with this rising cost of a college education, we have worked with the administration to increase the maximum amount of SGA emergency student loans to \$500. While this doesn't address the larger issue of rising tuition and the burden it places on our students and their families, we feel this will at least help alleviate some worries during especially difficult times.

We have also created a Department of Foreign Affairs to assist our students from abroad in their transitions to making the Capstone home. Since its inception just weeks ago, they have hosted numerous events and created a mentoring program for new foreign students, pairing them with more tenured students from abroad to help their experience in becoming a part of our Alabama family.

Speaking of new additions to the Alabama family, our new Vice Provost and CIO, Dr. John McGowan, has been even more student-centered and forward-thinking than we could ever have imagined -- something refreshing and needed during these times of astonishing technological development. We are working on the transition from BamaMail to Google Mail, so students will have better access and abilities to utilize their UA e-mail accounts. Dr. McGowan and I often joke that his next task after making the switch to Google Mail will be to get Dr. Witt to use an iPhone, and I am confident the latter challenge is the much harder of the two.

While we have accomplished much in the past months, there are still many projects with which we need your continued support. We will be working closely with Dr. Bonner, the Supe Store, and the new Committee on Textbooks, which will be co-chaired by our Vice President for Academic Affairs, to propose a program for textbook rentals to reduce the enormous cost of books. But the program cannot be successful without the support of faculty. I know many of our instructors use electronic material, older editions, or wait on upgrades to help your students with this cost and so I have asked that they continue this spirit of support as we look to the future with this exciting program.

Across this campus, our University is raising the bar. In our classrooms, our faculty are teaching new and innovative ideas and subjects with more involvement of technology to better prepare our students for the increasingly uncertain future. They are raising the bar and conducting research to push the bounds of knowledge and bring national recognition to our University. And our administrators are raising the bar on

fiscal responsibility to help our storied institution safely weather the financial storm into which we have been thrown.

And so, we too, are challenging ourselves and following your example in raising the bar on what Student Government is, and more importantly, what it can become. On behalf of the 95th Executive Council and all of our student government, I am excited about the opportunity to work with you in the coming months and look forward to raising the bar together as we write the newest chapter in the epic journey of The University of Alabama.

Chairman St. John thanked Mr. Kirby for his remarks.

He complimented President Witt and thanked him for his presentation today. He said the most impressive aspect is the spirit of cooperation which President Witt has with the students and the faculty, as well as alumni and supporters of this University.

Chairman St. John recognized President Carol Garrison from UAB to introduce her new Faculty Representative. Dr. Garrison said she was pleased to introduce Dr. Warren Martin, a Professor in the UAB Department of Marketing in the School of Business. He was the founding Chair of that Department and started the Industrial Distribution Program. He has been very involved across the campus, not just in Faculty Senate leadership but also in terms of involvement in undergraduate education at both the school and university level. He taught the first overseas business course in the School of Business, the first Business Honors course, and now is working with their Freshmen Book Discussion Groups.

UAB is very pleased to have Warren Martin in the role of Faculty Representative to the Board and he will do a great job.

President David Williams of UAHuntsville was recognized to introduce his new Faculty and Student Representatives. President Williams said he was pleased to introduce Professor Rhonda Gaede from their Electrical and Computer Engineering Department. Dr. Gaede has a Ph.D. from the University of Texas at Austin in Electrical Engineering. After her Ph.D., she worked in industry in Motorola and IBM, and joined the UAHuntsville faculty in 1992.

She has been named as both Outstanding Engineering Faculty and was awarded the UAH Foundation Distinguished Teaching Award, so she has both an outstanding academic and education background and is President of the Faculty Senate.

President Williams said the new Student Representative is Mr. Anthony Bowling, President of the SGA. A Political Science major with a minor in Communications, he is a member of Alpha Tau Omega Fraternity and the UAHuntsville Young Republicans. President Williams said he is a STARS Director and was responsible for the participation of UAHuntsville students in Higher Education Day in Montgomery last year.

Last year on his own, he did more than 100 hours of community service in Huntsville and is a graduate of Albert P. Brewer High School.

President Williams said he is delighted to be working with Anthony over the next year.

Chairman St. John thanked the Presidents for their introductions and welcomed the new Representatives.

Chairman St. John said the Administrative Report had been distributed to all Trustees. After discussion, and on motion of Trustee Wilson, seconded by Trustee England, the Board accepted the Administrative Report. (Exhibit B)

Chairman St. John recognized Trustee John H. England Jr., for a report from the Finance Committee and said Board members would have an opportunity to speak about any items at the conclusion of each Committee report.

Trustee England began by congratulating the new President pro tem and thanking him for the history lesson about the President's Mansion.

He said the Finance Committee met today, November 14, 2008, with other Trustees in attendance. The Committee reviewed and approved two action items and one administrative item. These items are in the Board book on pages 52 through 54. He said the Committee recommends these items for approval.

After discussion, and on motion of Trustee England, seconded by Trustee Wilson, the Board adopted the following resolutions, separately and severally:

Approving FY 2009-2010 Request for State Appropriations for the University of Alabama System

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama has reviewed the proposed FY 2009/2010 Request for State Appropriations for The University of Alabama System; and

WHEREAS, this request proposes an increase of 11.5% over the FY 2008/2009 appropriation for FY 2009/2010;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the proposed FY 2009/2010 Request for State Appropriations for Operations and Maintenance and Other Programs for The University of Alabama System is hereby adopted

Approving proposed FY 2009-2010 Request for State Funds for Capital Improvements for The University of Alabama System

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama has reviewed the proposed FY 2009/2010 Request for State Funds for Capital Improvements for The University of Alabama System; and

WHEREAS, this request proposes the following for FY 2009/2010:

Summary of Request for State Funds for Capital Improvements
(in thousands of dollars)

	New Projects	Renovation Projects	Major Equipment	Deferred Maintenance	Total
UA	\$ 8,000	\$ 11,500	\$ -0-	\$ 7,500	\$27,000
UAB	86,575	7,000	5,000	17,000	115,575
UAH	13,500	18,200	-0-	1,815	33,515
Total	\$108,075	\$ 36,700	\$ 5,000	\$ 26,315	\$176,090

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the proposed FY 2009/2010 Request for State Funds for Capital Improvements for The University of Alabama System is hereby adopted.

Approving the establishment of a Petty Cash Fund for the STELLAR Project at UAB

RESOLUTION

WHEREAS, The University of Alabama at Birmingham is continuing work on the STELLAR project; and

WHEREAS, three of the four fellows whose training the award supported have now completed their training and returned to their home country; and

WHEREAS, the award provides seed money for each of the fellows to be utilized in their work in their home country; and

WHEREAS, it is more efficient for UAB to fund the seed money through the use of a petty cash fund managed by the award's principal investigator, Dr. Graciela Alacorn; and

WHEREAS, the Department of Medicine has, in coordination with UAB Financial Affairs, developed a detailed methodology for monitoring, reimbursing, and reconciling a petty cash fund for the study;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it does hereby approve the establishment of a petty cash fund for the STELLAR project in the amount of \$8,000.

Chairman St. John thanked Trustee England for his report and recognized Trustee Marietta Urquhart for a report from the Academic Affairs and Planning Committee. Trustee Urquhart said the Academic Affairs and Planning Committee met yesterday, Thursday, November 13, 2008, at 3 p.m., with other Trustees present. The Committee considered 13 items for consideration for recommendation to the Board for action: four individual action items, and nine administrative action items. Three information items were also presented. She said the Committee recommends approval of the items identified on the Board Agenda as F.1. through F.6.c.

After discussion, and on motion of Trustee Urquhart, seconded by Trustee Wilson, the Board adopted the following resolutions, separately and severally:

Granting final approval of the Bachelor of Science Degree in Neuroscience (C.I.P. Code 30.2401) at UAB

RESOLUTION

WHEREAS, The University of Alabama at Birmingham (UAB) has developed extensive instructional and research programs in the area of neuroscience, with over 100 faculty members from ten departments participating in related activities; and

WHEREAS, neuroscience research at UAB is supported by more than \$22 million of federally sponsored research funding, offering ample opportunities for student participation in research activity; and

WHEREAS, the Department of Neurobiology, one of the Basic Health Science Departments, and the Department of Psychology in the School of Social and Behavioral Sciences have worked closely to develop an undergraduate program in the neurosciences that will be of interest to students who are highly qualified and are seeking an interesting and challenging program of study; and

WHEREAS, the proposed Program will be unique within the state, allowing undergraduates to become active participants in an emerging academic discipline;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it supports and grants final approval of the proposed the Bachelor of Science (B.S.) degree in Neuroscience (C.I.P. 30.2401) at The University of Alabama at Birmingham.

Granting Initial Approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Proposed Shared Bachelor of Arts (B.A.) Degree in African American Studies (CIP code 05.0201) at UAB and UA

RESOLUTION

WHEREAS, The University of Alabama at Birmingham (UAB) implemented a baccalaureate degree in African American Studies in 2000; and

WHEREAS, the program has been successful in preparing students for a range of careers and successful performance in graduate and professional programs; and

WHEREAS, the multi-disciplinary program is built on expertise in a variety of areas such as art, history, music, literature, and political science; and

WHEREAS, the broadening of the program to include The University of Alabama will make the program accessible to more students while also greatly strengthening the resources available to provide a program of the highest quality;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it grants initial approval of and submission to the Alabama Commission on Higher Education (ACHE) the proposed shared Bachelor of Arts (B.A.) degree in African American Studies at The University of Alabama at Birmingham and The University of Alabama.

Approving Establishment of the William “Student” Sealy Gosset Endowed Professorship in Biostatistics in the School of Public Health at UAB

RESOLUTION

WHEREAS, Pfizer, Inc., has generously donated funds totaling \$50,000, to support the establishment of an Endowed Professorship to benefit the Department of Biostatistics in the School of Public Health at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is the desire of the administration of the Department of Biostatistics to use \$450,000, in unrestricted departmental funds to establish a related quasi endowment in order to create the first Endowed Professorship within the Department, and together, these funds total the minimum amount required to establish an Endowed Professorship; and

WHEREAS, it is the desire of Pfizer that this fund support the Department of Biostatistics by providing for the recruitment and/or retention of a faculty member who can further the Department’s mission and make invaluable contributions to advancing the field of biostatistics and affirm the invaluable role of biostatistics in the promotion of public health; and

WHEREAS, the holder of this Endowed Professorship will be regarded as a leader in the area of biostatistics and will push forward new ideas in the field and build upon UAB’s reputation as national and international frontrunner in public health initiatives; and

WHEREAS, it is most fitting that this endowment be named in honor of William “Student” Sealy Gosset, who profoundly influenced the development and practical application of modern statistics and is arguably most remembered for his development of Student’s *t*-test, named so because of the pseudonym under which he published his research on statistical methods; and

WHEREAS, the University is most grateful for Pfizer's exceptional commitment to the advancement of academic science for improved health outcomes throughout the world; and

WHEREAS, Pfizer is the world's largest research-based biomedical and pharmaceutical company with corporate headquarters in New York and major research and development locations throughout the United States and England; and

WHEREAS, founded in 1849, Pfizer is dedicated to better health and greater access to health care for individuals and animals, and approximately 85,000 Pfizer colleagues in more than 150 countries work daily to discover, develop, manufacture, and deliver safe and effective prescription medicines to patients; and

WHEREAS, upholding a strong belief in corporate responsibility and the importance of keeping core values at the center of operations, Pfizer seeks to advance its mission to improve health for people around the world and create continued value for all those who affect and are affected by its business; and

WHEREAS, Pfizer is committed to upholding the highest ethical standards in research and development and is focused on nurturing a workplace of diversity and inclusion for colleagues and giving back to communities; and

WHEREAS, in addition, Pfizer is dedicated to making continual progress in innovation by investing resources wisely and engaging collaboratively with partners around the world to strengthen health systems, increase access to medicines, and find sustainable solutions to the health challenges of today and tomorrow; and

WHEREAS, William Sealy Gosset was born on June 13, 1876, in Canterbury, England, studied chemistry and mathematics at New College, Oxford, and spent his entire working life as a chemist at Arthur Guinness, Son & Co. brewery in Dublin and later London before his death at age 61, on October 16, 1937; and

WHEREAS, regarded as perhaps the first and the most important industrial statistician, Gosset successfully adapted large-sample statistical methods to small samples and, in so doing, laid a vital foundation upon which many others who followed have built; and

WHEREAS, a classic in statistics, Gosset's article, "The Probable Error of a Mean," published under the pseudonym of "Student" in the journal *Biometrika* in 1908, introduced the *t*-test for small-sample statistics and laid much of the groundwork for the development of analysis of variance; and

WHEREAS, in addition to this notable work, Gosset made other substantial contributions to the development and theory of modern statistics, particularly in relation to biology, on which many academics continue to build; and

WHEREAS, Gosset was not only a great scientist but also a humble and generous good-spirited man, embodying traits which academicians at UAB hold dear; and

WHEREAS, Pfizer's contribution to establish this Endowment is testament to its commitment to the continuance of Gosset's work in the furtherance of biostatistics and its practical applications for improvements to public health; and

WHEREAS, through its generosity, Pfizer continues to demonstrate an outstanding commitment to initiatives that support academic science and enhance the quality and outcome of relationships between industry and academic institutions; and

WHEREAS, the University remains most grateful for Pfizer's recognition and exemplary support of the School of Public Health as a frontrunner in the effort to promote public health and the welfare of all people through advances in biostatistics and patient care; and

WHEREAS, through its generosity, Pfizer has set an example of benevolence by exhibiting its commitment to ensuring the availability of education and research in the fields of biostatistics and public health and to improving the health of individuals so as to create healthy communities; and

WHEREAS, this Endowment will have an enduring effect on the work performed by the holders of the Endowed Professorship and on the lives of those touched by their research and, therefore, on the University and community;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it accepts, with gratitude, this generous gift from Pfizer, Inc., and hereby approves establishment of the William "Student" Sealy Gosset Endowed Professorship in Biostatistics, a pure endowment of The University of Alabama at Birmingham with an associated quasi endowment in the amount of \$450,000.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies or any parts of it be sent to Dr. Angelo Del Parigi, U.S. External Medical Affairs, Pfizer, Inc.; to Dr. David B. Allison, Professor in the Department of Biostatistics; to Dr. George Howard, Chair of the Department of Biostatistics; to Dr. Max Michael, Dean of the School of Public Health; and to other appropriate officials of The University of Alabama at Birmingham.

Approving Establishment of the Ventress Family Endowed Professorship in the Culverhouse College of Commerce and Business Administration at UA

RESOLUTION

WHEREAS, William T. Ventress Jr. of Enterprise, Alabama, has contributed gifts totaling \$106,777.44, including accumulated earnings, to The Board of Trustees of The University of Alabama to promote faculty excellence in the Culverhouse College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, Mr. Ventress desires that these gifts be accepted and maintained by The University of Alabama as a permanent fund to be named The Ventress Family Endowed Professorship in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. The Ventress Family Endowed Professorship shall be used to attract and/or retain a nationally recognized scholar and/or expert who will make a difference in the quality of teaching and research in the Culverhouse School of Accountancy. Earnings shall be used at the discretion of the director of the School with the approval of the dean of the Culverhouse College of Commerce and Business Administration and the president of the University for broad support of the teaching, service, and research efforts of the holder of the professorship, including, but not limited to, salary support, graduate research assistantships, research equipment, and support for research efforts;
2. Criteria and procedures for recruiting and selecting the professorship shall follow those set out in the most current edition of *The University of Alabama Faculty Handbook*, regarding appointments to endowed chairs and professorships and shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the dean of the Culverhouse College of Commerce and Business Administration and the president of the University and coordinated with the provost;
3. It is the donor's intent that as many professorships as possible be awarded as earnings permit;
4. Persons or entities desiring to contribute to The Ventress Family Endowed Professorship fund in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing this Fund; and

WHEREAS, William T. Ventress Jr. attended The University of Alabama as both an undergraduate and a graduate student, earning a Bachelor of Science in Commerce and Business Administration in 1978, a Juris Doctor and a Master of Business Administration both in 1981; and

WHEREAS, an active University student, Mr. Ventress was a member of the Kappa Sigma fraternity and the Beta Alpha Psi, Beta Gamma Sigma, Omicron Delta Kappa, and Jasons honor societies; and

WHEREAS, since becoming president of Sessions Company, Inc., Mr. Ventress has shown himself to be a successful businessman and a dedicated community volunteer; and

WHEREAS, Mr. Ventress continues to be an active and loyal supporter of the University, having served on the Culverhouse College of Commerce and Business Administration Board of Visitors, as national president for the University's alumni association, and as a longtime member of the President's Cabinet; and

WHEREAS, Mr. Ventress is married to Carla McCallum Ventress, who also attended the University, where she was a member of Kappa Delta sorority and graduated with a Bachelor of Arts in Economics in 1982; and

WHEREAS, like her husband, Mrs. Ventress also is a devoted supporter of various University causes, including the Library Leadership Board; and

WHEREAS, Mr. and Mrs. Ventress are the parents to two children, a son, Daniel, and a daughter, Callie, both of whom are enrolled at The University of Alabama; and

WHEREAS, through this Endowment, Mr. Ventress wishes to support academic excellence within the Culverhouse College of Commerce and Business Administration at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of the donor and approves establishment of The Ventress Family Endowed Professorship in the Culverhouse College of Commerce and Business Administration at The University of Alabama, as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gifts and any future contributions to this Fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity, according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used

for the purpose described herein under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to William T. Ventress Jr., to share with family and friends.

Approving Implementation of a Track in Biotechnology within the Master of Science Degree in Clinical Laboratory Science (M.S.C.L.S.) at UAB

RESOLUTION

WHEREAS, biotechnology refers to a diverse group of industries and activities with the common link of applying knowledge of the ways in which plants, animals, and humans function; and

WHEREAS, recent advances in this field are transforming manufacturing and research activities in Alabama and internationally, opening new opportunities for graduates who are trained in the field; and

WHEREAS, the School of Health Professions at The University of Alabama at Birmingham has in place the resources to prepare graduates to perform successfully in positions associated with biotechnology processes and products; and

WHEREAS, this track in Biotechnology will be provided within the Master of Science degree in Clinical Laboratory Science (M.S.C.L.S.) (C.I.P. Code 51.1005);

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves implementation of a track in Biotechnology within the M.S. in Clinical Laboratory Science at The University of Alabama at Birmingham.

Approving Appointment of Mohammed A. Khaled, Ph.D., as Professor Emeritus in the Department of Nutrition Sciences in the School of Health Professions at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to The University of Alabama at Birmingham School of Health Professions, UAB wishes to acknowledge

Mohammad A. Khaled, Ph.D., by appointing him Professor Emeritus in the Department of Nutrition Sciences in the School of Health Professions; and

WHEREAS, Dr. Khaled received his B.Sc. degree from the University of Calcutta, Calcutta, India (1961), his M.Sc. degree from Aligahr Muslim University in Aligarh, India (1964), and his Ph.D. degree from the University of London, in London, England (1975); pursued post-doctoral education in the Laboratory of Molecular Biophysics at The University of Alabama at Birmingham (1975-1977); and completed his Ph.D. degree with a dissertation thesis entitled “Conformations of oligopeptides in solution by nuclear magnetic resonance spectroscopy”; and

WHEREAS, Dr. Khaled joined the faculty of The University of Alabama at Birmingham in 1977, as Instructor in the Department of Biochemistry, where he rose to the rank of Assistant Professor; and in the Department of Nutrition Sciences, since 1983, he rose to the rank of Professor; and, during the 30 years that Dr. Khaled served at UAB, he also held joint appointments in the Departments of Biomedical Engineering, Chemistry, and Biochemistry and also in the Center for Health Promotion, the Clinical Nutrition Research Center, the Sparkman Center for Public Health Education, the Center for Aging, and the Comprehensive Cancer Research Center; and

WHEREAS, Dr. Khaled has participated actively in the research activities of the Department, most notably in studies on the assessment of Vitamin A in children, zinc supplementation to children with measles, *H. pylori* hyperhomocystenemia in African Americans, *H. pylori* infection effects on vitamin deficiencies in children, effects of *H. pylori* infection on vitamin A and iron in children, zinc and vitamin A supplementation to infants and young children with pneumonia and oxidative stress, *H. Pylori* and iron anemia, supplementation of vegetable and animal based proteins to malnourished children, methods to assess Vitamin A in malnourished children, body composition of infants by TOBEC, the use of pteridine derivatives in the treatment of cancer, and the effect of isoascorbic acid on human vitamin C nutrition; and these studies were carried out at UAB in collaboration with Drs. Jolly, Sarker, Kabir, Krumdieck, and Sauberlich; and

WHEREAS, Dr. Khaled has participated actively in international research activities at the University of Dhaka in Dhaka, Bangladesh, the International Center for Diarrheal Disease Research in Bangladesh, the Society for Applied Studies (SOAS) in Kolkata, India, and the University of Calcutta in Calcutta, India, most notably on studies on nutritional assessment in the field, assessment of vitamin A in children, nutritional supplement studies, supplementation of vitamin C and E to Children with ARI, Vitamin A, and zinc supplementation to children with measles, iron, and vitamin A anemia in children with *H. Pylori*, *H. pylori eradication*, set up of facilities for nutritional metabolic studies in Bangladesh and Calcutta, India; and

WHEREAS, Dr. Khaled holds membership in a number of professional and scholarly organizations, including the American Society for Nutritional Sciences, Sigma Xi Scientific Research Society of the United States of America, Phi Beta Delta, the American Institute of Nutrition, and the American Society of Clinical Nutrition; and

WHEREAS, Dr. Khaled has been recognized for excellence with a number of honors from academic and professional organizations including the USAID Visiting Fellow at Lake Forest College, Illinois, the Colombo Plan Scholarship for the Ph.D. degree in London, England, two Senior Scholar awards and two Senior Specialist on Global Health awards from the J. William Fulbright Foreign Scholarship Board, and a Senior Fellow award from USAID in the Health Child Survival Program; and was listed in the national directories of the American Men and Women of Science and Who's Who in Technology; and

WHEREAS, Dr. Khaled, as a dedicated and effective teacher and mentor, contributed to the education and training of post-doctoral scholars and graduate students in Nutrition Sciences, dietetic interns in Nutrition Sciences, and graduate students in Biomedical Engineering, through his participation in courses provided by the Department of Nutrition Sciences and Biomedical Engineering since 1985; and

WHEREAS, Dr. Khaled has over 150 scientific publications of which he is senior or contributing author in both national and international journals; and has served as a member of the Editorial Board of the *Journal of Diarrhoeal Disease Research*; and the quality and quantity of these publications represent, in part, his important contributions to the Nutrition Sciences and his recognition as an outstanding scientist;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Mohammad A. Khaled, Ph.D., as Professor Emeritus in the Department of Nutrition Sciences, in the School of Health Professions at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED by the Board of Trustees that it expresses its appreciation to Dr. Khaled for his distinguished service as Professor of Nutrition Sciences in the School of Health Professions, at The University of Alabama at Birmingham, and hereby conveys to him its sincere gratitude for his many contributions made to The University of Alabama at Birmingham during his service as a faculty member, and that it takes note of the special recognition given to him by his colleagues and the UAB Administration through his appointment as Professor Emeritus in the Department of Nutrition Sciences in the School of Health Professions at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be presented to Mohammad A. Khaled, Ph.D., and his family and to appropriate University officials.

Approving Appointment of Firoz G. Rahemtulla, Ph.D., as Professor Emeritus in the School of Dentistry at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to the School of Dentistry at The University of Alabama at Birmingham (UAB), Dr. Huw F. Thomas, Dean of the School of Dentistry, wishes to acknowledge Firoz G. Rahemtulla, Ph.D., by appointing him Professor Emeritus in the School of Dentistry at UAB; and

WHEREAS, Dr. Rahemtulla, a native of Dar-es-Salaam, Tanzania, received his baccalaureate degree from the University of Umeå in Umeå, Sweden (1971), and his Doctor of Philosophy from the University of Umeå (1974) and completed his postdoctoral training in Biochemistry at the School of Dentistry at UAB (1983); and

WHEREAS, Dr. Rahemtulla joined the faculty of the School of Dentistry at UAB as an Assistant Professor in 1983, and rose through the ranks to become a tenured, full Professor in 1994, and served as Chair of the Department of Oral Biology from 1994 to 1999; and

WHEREAS, Dr. Rahemtulla distinguished himself as a member of the Graduate School faculty; as Director for the Postgraduate Program and the School of Dentistry's Student Summer Research Program; and as a Senior Scientist with appointments in the Implant Center, the Cell and Matrix Adhesion Center and the Research Center in Oral Biology; and

WHEREAS, through his research efforts, Dr. Rahemtulla contributed extensively to the field of oral science; results from his laboratory established the importance of saliva and salivary proteins to the health of oral tissues, his work has laid basic science foundations that moved this area of research to the foreground of contemporary scientific inquiry; he is a recognized expert in proteoglycan biochemistry and salivary proteins; and has been a sought after consultant and lecturer at national and international scientific symposia; and

WHEREAS, Dr. Rahemtulla holds membership in several professional and scholarly organizations, including the American Society for Biochemistry and Molecular Biology, American Association for Dental Research, International Association for Dental Research, Society for Complex Carbohydrate Chemists, and American Society for Bone

and Mineral Research, and has served as president of the Salivary Research Group and as a board member of the American Association of Oral Biologists; and

WHEREAS, Dr. Rahemtulla has been recognized for excellence with a number of honors from academic and professional organizations including the American Association for Dental Research Student Research Group Mentor Award, International Association of Student Clinicians-American Dental Association Faculty Advisor Award, President's Award for Excellence in Teaching, Honorable Member, Phi Phi Chapter of Omicron Kappa Upsilon, National Research Individual Award; and

WHEREAS, Dr. Rahemtulla has published over 70 peer-reviewed publications and more than 110 abstracts, and held interest in numerous and basic science research projects as well as educational research (15 NIH research support grants); and

WHEREAS, Dr. Rahemtulla exhibited excellence during his tenure as a member of the faculty of the School of Dentistry, has mentored over 30 trainees (1981–2008), served on 90 M.S. and Ph.D. thesis committees (1981–2008), and is recognized by University faculty, staff, and students as a truly distinguished, honorable and dedicated faculty;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Firoz G. Rahemtulla, Ph.D., as Professor Emeritus in the School of Dentistry at The University of Alabama at Birmingham, and expresses its appreciation to Dr. Rahemtulla for his distinguished service.

BE IT FURTHER RESOLVED that the Board of Trustees hereby conveys to Dr. Rahemtulla its sincere gratitude for his many contributions made to the School of Dentistry and to The University of Alabama at Birmingham during his service as a faculty member and as an administrator, and that it takes note of the special recognition given to him by his colleagues and the UAB Administration through his appointment as Professor Emeritus at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be presented to Firoz G. Rahemtulla, Ph.D. and his family and to appropriate University officials.

Approving Appointment of Kevin D. Reilly, Ph.D., as Professor Emeritus of Computer and Information Sciences in the School of Natural Sciences and Mathematics at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to the School of Natural Sciences and Mathematics, Department of Computer and Information Sciences, The University of Alabama at Birmingham (UAB) wishes to acknowledge Kevin D. Reilly, Ph.D., by appointing him Professor Emeritus; and

WHEREAS, Dr. Reilly received the Bachelor of Science degree from Creighton University in 1959, the Master of Science degree from the University of Nebraska at Lincoln in 1962, and his Doctorate from the University of Chicago in 1966; and

WHEREAS, Dr. Reilly held responsible positions with the University of California Los Angeles from 1966-1970, and with the University of Southern California from 1969-1970; and

WHEREAS, in 1970, Dr. Reilly began his career at UAB as a professor until his retirement on September 30, 2007, and made lasting contributions to his field of computer science and to his department; and

WHEREAS, Dr. Reilly holds memberships in a number of professional organizations, including the Association of Computing Machinery (ACM), the IEEE Intelligent Systems Society, and the Society for Modeling and Simulation International; and

WHEREAS, Dr. Reilly has been recognized for excellence with a number of honors from academic and professional organizations including, the European Academy of Sciences, Monbusho Fellow (Japan), Phi Kappa Phi Honor Society, and was listed in Who's Who in America; Listed or reviewed for entry in American Men and Women of Science, Directory of World's Researchers' 1980's Subjects, Computers and Data Processing, Technology, Computer Education and Research (US edition), Technology Today; and

WHEREAS, Dr. Reilly provided excellent leadership and service to UAB by serving on university-wide committees including Fringe Benefits, Graduate Council, Computer Users (Chair), Super Computer Users Committee, and University College Senate; and school-wide committees including FAC, Library, Prime Computer Users, and Budget; and departmental offices and committees including CIS Laboratory Director, CIS Graduate Program Director, CIS Undergraduate Program Director (Interim), Interim Department Chair, Curriculum committee, Graduate Admissions committee, Graduate Qualifying Examination Committee (Chair); and

WHEREAS, Dr. Reilly is the author of numerous publications and held interests in modeling and simulation, artificial intelligence, bioinformatics, and software engineering; and

WHEREAS, Dr. Reilly has earned the admiration and respect of his students and colleagues at UAB for his dedication, collegiality, enthusiasm, professionalism, and hard work;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Kevin D. Reilly, Ph.D., as Professor Emeritus in the School of Natural Sciences and Mathematics, and recognizes him for his outstanding contributions to The University of Alabama at Birmingham and the School of Natural Sciences and Mathematics, and hereby conveys to him its sincere gratitude for his many contributions during his service as a faculty member and as an administrator, taking note of the special recognition given to him by his colleagues and the UAB Administration through this appointment.

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

Approving Appointment of Kevin A. Roth, M.D., Ph.D., as the Second Holder of the Robert and Ruth Anderson Endowed Chair in Pathology in the School of Medicine at UAB

RESOLUTION

WHEREAS, on February 3, 2006, a resolution was formally approved endowing the Robert and Ruth Anderson Endowed Chair in Pathology in the School of Medicine by The Board of Trustees of The University of Alabama; and

WHEREAS, recommended by Robert R. Rich, M.D., Senior Vice President and Dean of The University of Alabama School of Medicine, with the concurrence of the leadership of The University of Alabama at Birmingham (UAB), the UAB administration now wishes to appoint Kevin A. Roth, M.D., Ph.D., Professor and Chair of the Department of Pathology, as the second holder of this Endowed Chair; and

WHEREAS, Dr. Roth is an internationally recognized expert on the molecular regulation of neuronal cell death; and

WHEREAS, Dr. Roth received his baccalaureate degree from the University of Michigan, and his medical degree from Stanford University, where he also completed his Ph.D. in Neuroscience; and

WHEREAS, Dr. Roth completed his residency in anatomic pathology and completed a fellowship in neuropathology at Washington University School of Medicine; and

WHEREAS, Dr. Roth's prior professorial appointments included Washington University in St. Louis, where he was Professor of Pathology in the Division of Neuropathology; and

WHEREAS, Dr. Roth was recruited to the faculty of The University of Alabama at Birmingham as Professor and Director of the Division of Neuropathology in the Department of Pathology on July 1, 2002; and

WHEREAS, Dr. Roth is also Director of the UAB Comprehensive Neuroscience Center, Director of the Alabama Neuroscience Blueprint Core Center, as well as Senior Scientist of numerous centers across UAB; and

WHEREAS, Dr. Roth's professional memberships include the American Association of Pathologists, the American Association of Neuropathologists, American Society for Investigative Pathology, the Society for Neuroscience, the Histochemical Society, the American Association of University Pathologists; and

WHEREAS, Dr. Roth's international professional memberships include the International Academy of Pathology and the International Society of Neuropathologists; and

WHEREAS, Dr. Roth has served as an officer in the Histochemical Society and the American Association of Neuropathologists and on a number committees of the American Society for Investigative Pathology, and is a frequent guest speaker at several national and international meetings; and

WHEREAS, Dr. Roth has authored over 190 scientific manuscripts and book chapters, is editor-in-chief of the *Journal of Histochemistry and Cytochemistry*, is associate editor of the *American Journal of Pathology* and serves on the editorial boards of the *Journal of Neuropathology and Experimental Neurology* and *Acta Histochemica Et Cytochemica* of the Japan Society of Histochemistry and Cytochemistry; and

WHEREAS, Dr. Roth continues to focus on the division and departmental growth within the Department of Pathology; and

WHEREAS, members of this Board concur with the selection of Dr. Roth as the second holder of this prestigious Chair;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves appointment of Kevin A. Roth, M.D., Ph.D., as the second holder of the Robert and Ruth Anderson Endowed Chair in Pathology in the School of Medicine at The University of Alabama at Birmingham, with all rights and privileges thereunto appertaining.

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

Approving Appointment of Percival Lionel Sadowsky, D.M.D., as Chair and Professor Emeritus of the School of Dentistry at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to the School of Dentistry at The University of Alabama at Birmingham (UAB), the School wishes to acknowledge Percival Lionel Sadowsky, D.M.D., by appointing him Chair and Professor Emeritus of the School of Dentistry; and

WHEREAS, Dr. Sadowsky received his Bachelor of Dentistry from the University of Witwatersrand, South Africa (1963), his Diploma in Orthodontics (1973), and his Master of Dentistry (1974), and then pursued his D.M.D., at the School of Dentistry at UAB (1978), and his Diploma in Orthodontics (1979); and

WHEREAS, Dr. Sadowsky was in General Dental Practice in Johannesburg, South Africa (1963-1969), Part-time Orthodontic Private Practice in Johannesburg (1972-1976), General Dental Practice London (1964); and

WHEREAS, Dr. Sadowsky joined the full-time academic teaching staff in the Department of Orthodontics, School of Dentistry University of Witwatersrand in Johannesburg, South Africa (1969-1976), and was a part-time honorary research officer, Dental Research Unit, University of Witwatersrand (1971-1976), honorary visiting staff in the Department of Conservative Dentistry, University of Witwatersrand (1968-1969); and

WHEREAS, Dr. Sadowsky joined the faculty as assistant professor in the Department of Orthodontics at The University of Alabama School of Dentistry (1976), associate professor (1980), and in 1985 rose to the rank of full professor; he became the Advanced Education in Orthodontics Program Director; assumed the role of acting Chair in the Department of Orthodontics in 1989 and subsequently served as Chair from August 1991 – 2008; he served on the dental staff at the Children’s Rehabilitation Services, Birmingham, Alabama (1992-2004); Veteran's Administration Hospital as consultant in Orthodontics (1985-2005); and was involved extensively in both pre-doctoral and graduate student education and thesis supervision; and

WHEREAS, Dr. Sadowsky held and/or holds membership in a number of professional and scientific organizations, including the American Dental Association, Birmingham District and Alabama Dental Association, American Association of Orthodontists, College of Diplomates of the American Board of Orthodontics, North Atlantic Component Angle Society, and was a past member of The Dental Association of South Africa, South African Society of Periodontology, South African Society of Orthodontics, South African Division of IADR; and

WHEREAS, Dr. Sadowsky has been recognized for excellence with a number of honors from scientific and professional organizations including “The Colgate Prize” for best research paper presented by a member under the age of 35 years, South African Division of the IADR; Elida Gibbs Award Winner of 1974; paper published in *Angle Orthodontist* 1988, which was nominated for second SIDO World Prize; American Association of Orthodontists delivered the prestigious Jacob A. Salzman Lecture (2003) and the John Valentine Mershon Memorial Lecture (2004); was Honorary Chairman, College of Diplomates of American Board of Orthodontists 2003 Annual Meeting; received an honorary academic membership to the Charles H. Tweed International Foundation for Orthodontic Research; served as a Civilian National Consultant to the Surgeon General for Orthodontics; and received the Oren Oliver Distinguished Service Award of the Southern Association of Orthodontists (2008); and

WHEREAS, Dr. Sadowsky held and/or holds several editorial positions including the editor of *Journal of Seminars in Orthodontics*, reviewer of *Journal of the American Dental Association*, reviewer of the *Angle Orthodontist*, reviewer of *American Journal of Orthodontics and Dentofacial Orthopedics*, and has had numerous publications; and

WHEREAS, Dr. Sadowsky has held many offices in extramural services and intramural services overseas and locally, and served on many national and regional committees including the American Association of Orthodontists representative on the Orthodontic Review Committee of the Commission on Dental Accreditation; and

WHEREAS, Dr. Sadowsky exhibited excellence during his tenure as Professor and Chair and was appreciated by University faculty, staff, and students and considered

to be a thoughtful, honorable, and dedicated individual; and is internationally recognized for his contribution to orthodontics which has brought considerable recognition to the Department of Orthodontics and the School of Dentistry at UAB;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Percival Lionel Sadowsky, D.M.D., as Chair and Professor Emeritus of the School of Dentistry at The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation to Dr. Sadowsky for his distinguished service, and hereby conveys to him its sincere gratitude for his many contributions made to The University of Alabama at Birmingham, during his service as a faculty member and as an administrator, and that it takes note of the special recognition given to him by his colleagues and the UAB Administration through his appointment as Chair and Professor Emeritus of the School of Dentistry at The University of Alabama at Birmingham.

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

Approving Appointment of Robert Weech-Maldonado, Ph.D. as the Third Holder of the L. R. Jordan Endowed Chair in Health Services Administration at UAB

RESOLUTION

WHEREAS, as recommended by Gerald L. Glandon, Ph.D., Chairman of the Department of Health Services Administration, with the concurrence of Harold P. Jones, Ph.D., Dean of the School of Health Professions at The University of Alabama at Birmingham (UAB), the UAB administration now wishes to appoint Robert Weech-Maldonado, Ph.D. Professor, as the holder of this Endowed Chair; and

WHEREAS, on December 9, 1988, The Board of Trustees of The University of Alabama approved establishment of the L. R. Jordan Chair in Health Services Administration in the School of Health Professions, The University of Alabama at Birmingham; and

WHEREAS, this Chair has been made possible by the generous gifts to UAB by friends, colleagues, and former students of Mr. L. R. "Rush" Jordan, and by a matching grant from the State of Alabama Eminent Scholars Program; and

WHEREAS, UAB has conducted an extensive search for the third appointee to the Chair and has now indicated its desire to appoint Robert Weech-Maldonado, Ph.D., as the third holder of the L. R. Jordan Chair in Health Services Administration; and

WHEREAS, Dr. Weech-Maldonado, a native of Key West, Florida, received his undergraduate degree from Trinity University in 1983, his MBA from the University of Puerto Rico in 1988, and his Ph.D. from Temple University in Philadelphia in 1998; and

WHEREAS, Dr. Weech-Maldonado will hold a faculty appointment at UAB as Professor, Department of Health Services Administration, School of Health Professions starting January 1, 2009; and

WHEREAS, Dr. Weech-Maldonado is recognized as a national authority in health disparities, cultural competency tools for healthcare organizations, and racial and ethnic differences in patient experiences with care; thereby improving management's ability to fully understand and better address challenges faced by racial and ethnic minorities, possibly dramatically improving access and quality of care outcomes for these populations; and

WHEREAS, Dr. Weech-Maldonado is recognized as a national expert in long-term care and the assessment of nursing home quality, costs, and financial performance; thereby providing evidence for the business case for nursing home quality improvement; and

WHEREAS, highly respected by his colleagues and students alike, Dr. Weech-Maldonado has continued to cultivate excellence with a firm commitment to provide quality education as well as to promote outstanding research and is committed to improving the education of UAB master's and doctoral students; and

WHEREAS, Dr. Weech-Maldonado has received the following academic and professional honors and awards: Paul T. Bruder Best Paper Award , 2004, Third International Conference on Healthcare Systems; Excellence in Research on Aging and Rural Health Award, 2002, Gerontological Health Section, American Public Health Association; Best Theory-to-Practice Paper Award, 2002, Health Care Management Division, Academy of Management; Distinguished Paper Award, 2002, Business & Health Administration Association; Health Management Research Award, American College of Health Care Executives, 1999; Future Faculty Fellow, Temple University, 1993-97; Academic Achievement Award, Industrial Association of Puerto Rico, 1988; and

WHEREAS, Dr. Weech-Maldonado has assumed various roles in a variety of national and international health care organizations including: Program Chair, Health Care Management Division, Academy of Management (2007-08); Academic at Large,

Health Care Management Division, Academy of Management, (2004-06); Editorial Board, *Health Services Research*; Disparities Theme Leader, AcademyHealth Annual Meeting, 2007-08; member, Higher Education and Research Committee, American College of Healthcare Executives, Chicago, Illinois (2006- present); Study Section member, Agency for Healthcare Research and Quality, Changing Practices, Changing Lives: Assessing the Impacts of the HRSA Health Disparities Collaboratives, Washington, D. C. (2002); Project Advisory Committee member, Cultural and Linguistic Appropriate Services Committee, Office of Minority Health, DHHS (2002-03); member, Diversity Task Force, Association of University Programs in Health Administration, Washington, D.C. (1999-01); Ernst & Young Health Consulting Minority Scholars Selection Committee member (1998-00); Ad-hoc reviewer, *Health Care Management Review*, *Social Science and Medicine*, *Medical Care*, *Milbank Quarterly*, *Journal of Healthcare Management*, *Health Care Financing Review*, *Journal of Aging and Social Policy*, *Public Health Reports*, *Quality of Life Research*, *Journal of Health Care for the Poor and the Underserved*, *Quality and Safety in Health Care*, *International Journal for Quality in Health Care*; and

WHEREAS, Dr. Weech-Maldonado's prior appointments included Assistant Professor, The Pennsylvania State University, and tenured Associate Professor, University of Florida; and he has also served as a Faculty Advisor for the Institute for Diversity in Health Management; and

WHEREAS, Dr. Weech-Maldonado's research activities include active participation and leadership on 24 federal, state and foundation research projects. Areas of interest include assessment of cultural competency tools for organizations; racial and ethnic differences in patient experiences with care; patient satisfaction with Medicaid Managed Care; quality of care and financial performance of organizations; and quality and utilization of stroke rehabilitation services among others; select, recent projects for which Dr. Weech-Maldonado has served as Principal Investigator: Development and Testing of the Patient Assessments of Cultural Competency Survey, Commonwealth Fund, 2007-09; Racial/Ethnic and Language Differences in Patient Assessments of Health Care, Florida Center for Medicaid and the Uninsured, 2007-08; VA and Non-VA Rehabilitation Utilization by Veterans with Acute Stroke, Veterans Administration, 2006-07; Does Hospital's Adherence to CLAS Standards Influence Patient Experiences with Inpatient Care?, Commonwealth Fund, 2006-08; Patient Satisfaction with Medicaid Management Care: Does the Type of Primary Care Case Management (PCCM) Model Make a Difference? Florida Center for Medicaid and the Uninsured, 2005-06; and A Longitudinal Study of the Relationship of Quality of Care and Financial Performance, University of South Florida/Administration on Aging, 2005-2007; and

WHEREAS, Dr. Weech-Maldonado has published extensively and widely in a variety of Health Services Research, Patient Safety/Quality, and Health Disparities venues including, *Health Services Research*, *Medical Care*, *Medical Care Research and*

Review, Social Science and Medicine, Health Care Management Review, Journal of General Internal Medicine, Journal of Health Care for the Poor and Underserved, Joint Commission Journal on Quality and Patient Safety, Journal of Health Care Finance, Health Services Management Research, among others; and

WHEREAS, it is UAB's belief that Dr. Weech-Maldonado has the vision, the commitment, and the skills to continue the successful efforts of the previous holder of the Chair, Dr. Norman Weissman, to expand the reputation of this prestigious Chair in the Department of Health Services Administration, School of Health Professions, at The University of Alabama at Birmingham; and

WHEREAS, this Board is pleased to bring to UAB an individual with Dr. Weech-Maldonado's outstanding qualifications, and heartily concurs with UAB's recommendation to name him as the third holder of the L. R. Jordan Chair in Health Services Administration;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Robert Weech-Maldonado, Ph.D., as the third holder of the L. R. Jordan Chair in Health Services Administration, at The University of Alabama at Birmingham, with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Dr. Robert Weech-Maldonado and to appropriate officials at The University of Alabama at Birmingham.

Approving Appointment of Norman W. Weissman, Ph.D., as Professor Emeritus in the Department of Health Services Administration at UAB

RESOLUTION

WHEREAS, this Board enables distinguished faculty who have retired after a successful career at The University of Alabama at Birmingham (UAB) to continue beneficial activities on behalf of their Department, School and UAB by appointing them an honorific title of Emeritus Professor; and

WHEREAS, in October 2004, this Board was pleased to retain at UAB an individual with Dr. Norman Weissman's outstanding qualifications, and heartily concurred with UAB's recommendation to name him as the second holder of the L. R. Jordan Chair in Health Services Administration ; and

WHEREAS, Dr. Weissman, a native of New Jersey, received his undergraduate degree from the University of Pennsylvania in 1958, his M.S. from Yeshiva University in 1959, and his Ph.D. from the University of Maryland in 1962; and

WHEREAS, at his retirement, Dr. Weissman held faculty appointments at UAB as Professor, Department of Health Services Administration, School of Health Professions; Professor, Department of Preventive Medicine, School of Medicine; Director, Center for Outcomes and Effectiveness Research and Education; Co-Director, Deep South Center on Effectiveness, Veterans Affairs Medical Center, Birmingham; and Co-Director, Ruth L. Kirschstein Pre-and Post-doctoral National Research Service Awards in Outcomes Research, Department of Health Services Administration; and

WHEREAS, Dr. Weissman has received, among many others, the following academic and professional honors and awards: Senior Scientist, Center for Emergency Care and Disaster Preparedness, UAB (since 2000); Senior Scientist, Multipurpose Arthritis and Musculoskeletal Disease Center, UAB (since 1999); Senior Scholar, Lister Hill Center for Health Policy, UAB, (since 1997); Senior Scientist, Center for Aging, UAB (since 1996); Senior Scientist, Injury Control Research Center, UAB, (since 1995); among many others; and

WHEREAS, Dr. Weissman's prior appointments included Director, Center for General Health Services Extramural Research, Agency for Health Care Policy and Research; Director, Division of Extramural Research, National Center for Health Services Research; Director, Divisions of Health Services Quality Research, Intramural Research and Health Care Technology, NCHSR, Rockville, MD; Biosciences Program Manager, National Aeronautics and Space Administration Headquarters, Washington, DC; Research Scientist, Neurobiology, NASA Ames Research Center, Mountain View, CA; and

WHEREAS, Dr. Weissman's ongoing research activities include active participation and leadership on Improving Quality of Care in Steroid Induced Osteoporosis; and Musculoskeletal Disease Center for Education and Research on Therapeutics; and

WHEREAS, Dr. Weissman has published extensively and widely in a variety of journals including, *The New England Journal of Medicine*, *Journal of the American Medical Association*, *Health Services Research*, *Medical Care*, *American Journal of Public Health*, among others; and

WHEREAS, Dr. Weissman has assumed leadership roles in a variety of national and international health care organizations including National Library of Medicine, Literature Selection Technical Review Committee; Associate Editor, *International Journal of Technology Assessment in Health Care*; Alabama Quality Assurance

Foundation; Arizona Health Services Advisory Group; Robert Wood Johnson Foundation, National Advisory Committee on Investigators in Health Policy Program; Association of University Programs in Health Administration, Member; Baxter Prize in Health Services Research Selection Committee; American Public Health Association; Member, Governing Council; Department of Veterans Affairs, Office of Health Services Research and Development; Department of Defense, National Forum on Telemedicine; Advisory Board, Institute for Health Care Improvement; Rural Health Advisory Committee, Office of Technology Assessment; Task Force on Disability Research, Public Health Service; Committee on National Needs for Biomedical and Behavior Research Personnel, Institute of Medicine; and

WHEREAS, Dr. Weissman, as the L. R. Jordan Chair in Health Services Administration, contributed to the Department's mission in research and scholarly productivity through personal and professional leadership, recognition among scholars within UAB, recognition among scholars external to UAB, mentoring an existing population of junior and mid-career faculty to grow their research careers, and the prospects of expanding mentorship activities to a growing cohort of new faculty in the Department;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Norman W. Weissman, Ph.D., as Professor Emeritus, at The University of Alabama at Birmingham, with all rights and privileges thereunto appertaining.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board, and that copies be sent to Dr. Norman W. Weissman and to appropriate officials at The University of Alabama at Birmingham.

Approving Appointment of Wilson Wright, Jr., D.M.D., as Professor Emeritus in the School of Dentistry at UAB

RESOLUTION

WHEREAS, in special recognition of distinguished service to the School of Dentistry at The University of Alabama at Birmingham (UAB), the School wishes to acknowledge Wilson Wright, Jr., D.M.D., by appointing him Professor Emeritus; and

WHEREAS, Dr. Wright received his baccalaureate degree in 1969, from Alabama State University and his Doctor of Dental Medicine Degree in 1974, from the School of Dentistry at UAB; and he served in the United States Army National Guard (1977-2008); and

WHEREAS, Dr. Wright joined the faculty of the School of Dentistry at UAB as Instructor in 1974, where he rose to the rank of Professor; and

WHEREAS, Dr. Wright distinguished himself as Director of the Oral Diagnosis-Oral Radiology-Urgent Care Clinic, Student Dental Health Program, and the Dental Assisting Program (1974-2008); Interim Chairman of the Department of Diagnostic Sciences (1999-2000); President of the Alabama Dental Society (2002); Faculty Appointment Minority Health Research Center (2004); and Treasurer of the Alabama Dental Society, Zone 1 (1998-2000); and

WHEREAS, Dr. Wright holds membership in a number of professional and scholarly organizations, including the American Dental Association, the Alabama Dental Society, Fellow of the Academy of Dentistry International Association, Academy of General Dentistry, the American Dental Education Association, Phi Chapter of Omicron Kappa Upsilon of the National Dental Honor Society, International Association for Dental Research, National Dental Association, Alabama Dental Association, Birmingham District Dental Society, and the Alabama National Guard Association; and

WHEREAS, Dr. Wright has been recognized for excellence with a number of honors from academic and professional organizations, including the Service Award from the Alabama Section of the National Dental Association, Recipient of the International College of Dentists Award, Miles College Community Award, Fellowship in the American College of Dentists, and awarded numerous medals and certificates for meritorious service to the Alabama National Guard; and

WHEREAS, Dr. Wright exhibited excellence during his tenure as Professor and is recognized by University faculty, staff and students as a thoughtful, honorable, and dedicated individual;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves appointment of Wilson Wright, Jr., D.M.D., as Professor Emeritus in the School of Dentistry, expresses its appreciation to Dr. Wright for his distinguished service as Professor of the School of Dentistry at The University of Alabama at Birmingham, hereby conveys to him its sincere appreciation, and takes note of the special recognition given to him by his colleagues and the administration at The University of Alabama at Birmingham.

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

Information Items:

Discontinuation of the Doctor of Science in Physical Therapy (D.Sc.P.T.) Degree at UAB

Report on the Second Annual University of Alabama System State-wide Diversity Conference

The University of Alabama System's Response to the ACHE State Plan for Higher Education 2003/04-2009-09

Chairman St. John thanked Trustee Urquhart for her report and recognized Trustee Paul Bryant, Jr., for a report from the Physical Properties Committee. Trustee Bryant said the Physical Properties Committee met yesterday and considered 12 resolutions for action by the Board, which are included in the Board book on pages 87-205. The 13th resolution, which appears on page 194, was removed from the Agenda at the request of UAB. The Committee thoroughly reviewed and approved these resolutions and now recommends the approval of items G.1.a.1) through G.2.a.2) and G.3.a.1) through G.4.a.2).

After discussion, and on motion of Trustee Bryant, seconded by Trustee McMahon, the Board adopted the following resolutions, separately and severally:

Approving revised Budget, Ratifying and approving the Award of Contract for Package One, and authorizing execution of Construction Contract for Package Three for Lloyd Hall Renovation at UA (Stage IV)

RESOLUTION

WHEREAS, on June 15, 2006, The Board of Trustees of The University of Alabama approved the Lloyd Hall Renovation (the "Project") with an estimated project cost of \$24,000,000; and

WHEREAS, on June 15, 2006, the Board of Trustees also approved the ranking for architect selection for the project and authorized the University to proceed with negotiations in accordance with Board Rule 415; and

WHEREAS, the University completed negotiations with the top ranked firm of TurnerBatson Architects, P.C., of Birmingham, Alabama, and established a design fee of 8.5% for Packages Two and 7.5% for Package Three; Bhate Associates of Birmingham, Alabama, provided the services for Package One – Abatement for a fixed fee of \$25,000; and

WHEREAS, on April 5, 2007, the Board of Trustees approved the Stage III submittals for the exterior doors, windows and the mechanical penthouse; and

WHEREAS, the Project is divided into four packages consisting of Package One – lead, chemical and asbestos abatement; Package Two – auditorium renovation and roof replacement, windows and doors replacement and basement restroom renovations and infrastructure upgrades; Package Three – second floor, third floor and partial first floor Renovation and remainder of roof replacement; Package Four – remainder of the facility renovation; and

WHEREAS, on January 3, 2007, in accordance with Title 39, State Bid Law of Alabama Code, ARC, Inc., of Tuscaloosa, Alabama, was declared the lowest responsible bidder with a bid of \$417,952, which fell under the cost threshold requiring Board approval; and

WHEREAS, on June 14, 2007, the Board of Trustees approved the construction contract award to J. T. Harrison Construction Co., of Tuscaloosa, Alabama, for Package Two of the Project with a base bid of \$4,192,000; and

WHEREAS, Package Three of the Project has not been advertised for bid and the Alabama Public School and College Authority Bond funding contains certain conditions that extend the contract award process; and

WHEREAS, the University desires to award the construction contract for Package Three to the lowest responsible bidder so long as the bids for the construction contract do not cause the Total Revised Project Budget to exceed \$8,342,452, as set out below; and

WHEREAS, the Project is funded from the following sources: (i) UA 2008-2009 Bond Issue in the amount of \$5,836,386, which was approved at the September 2008 Board meeting; (ii) Alabama Public School and College Authority Bond funds (“PSCA”) in the amount of \$11,147,569; and (iii) UA Plant Funds in the amount of \$7,016,045; and

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain of costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

WHEREAS, the revised preliminary budget for the Project is established as follows:

BUDGET:	PRELIMINARY
Construction- Package One (Asbestos Abatement)	\$ 459,363
Construction- Package Two (Auditorium/Windows)	\$ 4,543,860
Construction- Package Three (2 nd /3 rd Floor and Brick)	\$ 8,342,452
Commissioning- Package Three	\$ 98,825
Construction- Package Four (Remainder Facility)	\$ 6,627,614
Donated Materials- Package Two	\$ 17,042
Contingency (10%)	\$ 834,245
Architect/Engineer Fee (7.5%)	\$ 1,118,816
UA Project Management Fee (1.5%)	\$ 235,952
Furnishings, Fixtures, and Equipment	\$ 1,742,275
Telecommunication and Data	\$ 45,936
Security System and Access Control	\$ 191,190
Other (survey, testing, inspection, etc.)	\$ 66,277
Sales Tax Savings	\$ (323,847)
TOTAL PROJECT BUDGET	\$ 24,000,000

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

BE IT FURTHER RESOLVED that the award of the contract for Package One is hereby ratified and approved.

BE IT FURTHER RESOLVED that the construction contract for Package Three, to be competitively bid on the Project as aforementioned, may be awarded by the University pursuant to Alabama bid law, and the hereinafter listed campus officials of The University of Alabama are thereafter authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the construction contract with such low bidders for the Package Three of the Project subject to compliance with all of the following provisions:

1. The University is granted approval to award the construction contract for Package Three to the lowest responsible bidder pursuant to Alabama bid law so long as the award of such contract does not cause an increase in the Total Project Budget.
2. If the award of Package Three of this Project will cause an increase in the Total Project Budget, the University shall bring the matter before the Board of Trustees or the Executive Committee of the Board of Trustees for approval of the construction contract and revised budget for the Project.
3. The University will provide an ongoing report about the award of Package Three construction contract to the Office of the Chancellor.
4. Robert E. Witt, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama be, and each hereby is, authorized to act for and in the name of the Board of Trustees in executing the aforementioned construction contract upon satisfaction of the conditions set out above.
5. The University of Alabama does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installment of the Project. This portion of this resolution is being adopted pursuant to the requirement of Treasury Regulations Section 1.1520-2(e).

Authorizing execution of Architect Agreement and approving preliminary Project Budget for Bryant-Denny Stadium South End Zone Expansion at UA (Stage III)

RESOLUTION

WHEREAS, on September 18, 2008, the Bryant-Denny Stadium South End Zone Expansion Project (the "Project") at The University of Alabama was approved in the 2008-2009 Annual Capital Development Plan; and

WHEREAS, based on significant cost savings and prior architectural work experience, the University received permission on October 3, 2008, to proceed with

negotiations in accordance with Board Rule 415 with the architect firm retained for the Bryant-Denny Stadium North End Zone Expansion Project, Davis Architects, Inc., of Birmingham, Alabama; and

WHEREAS, the University completed negotiations with Davis Architects and established a fixed design fee of \$2,584,950; and

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

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

WHEREAS, the Project will be funded from a Future Bond issue in the amount of \$80,609,846; and

WHEREAS, officials at The University of Alabama have determined that the Board will incur certain costs in connection with the acquisition, construction, and installation of the Project prior to the issuance of the Bonds, and the Board intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for certain of costs incurred in connection with the acquisition, construction, and installation of the Project paid prior to the issuance of the Bonds; and

WHEREAS, the preliminary budget for the Project is established as follows:

<u>Current Budget</u>	<u>Projected Cost</u>
Construction- South End Zone	\$ 56,102,750
Construction- Utility Relocation	\$ 715,292
Construction- Sound System/AV	\$ 3,500,000
Related Construction	\$ 6,500,000
Contingency (10%)	\$ 6,891,804
Architect/Engineer Fee (fixed)	\$ 2,600,000
UA Project Management Fee (fixed)	\$ 733,200
Telecommunication and Data	\$ 120,000
Furnishing, Fixtures, and Equipment	\$ 1,200,000
Other Cost	<u>\$ 2,246,800</u>
Total Project Budget	<u>\$ 80,609,846</u>

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

1. Robert E. Witt, President, and Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama, and each hereby is, authorized to act for and in the name of the Board of Trustees in executing an architect agreement following completion of negotiations for architectural services in accordance with Board Rule 415 for the Project.
2. The Stage III submittal is approved based on renderings presented for review.
3. The preliminary budget for the Project as stipulated above is hereby approved.
4. The University of Alabama does hereby declare that it intends to allocate a portion of the proceeds of the Bonds to reimburse the Board for expenses incurred after the date that is no more than sixty days prior to the date of the adoption of this resolution, but prior to the issuance of the Bonds in connection with the acquisition, construction, and installment of the Project. This portion of this resolution is being adopted pursuant to the requirement of Treasury Regulations Section 1.1520-2(e).

Authorizing execution of Surface Mining Coal Lease with Haley Brothers Coal, Inc., by UA

RESOLUTION

WHEREAS, Haley Brothers Coal, Inc., has proposed a lease of surface lands with this Board (attached as

“C” hereto) for the surface mining of 40 acres, more or less, that are located in Winston County, Alabama, and more specifically described as:

NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 12 South, Range 10 West

for an earned royalty rental for equal to the greater of 6% of the gross sales price per ton or \$3.50 per ton of coal mined from the Blue Creek and Mary Lee seams, 5% of the sales price or \$0.25 per ton of other minerals mined from the demised premises, and a minimum monthly rent payment of \$750.00; and

WHEREAS, officials at The University of Alabama recommend to the Board the acceptance of the surface mining proposal and execution of a lease of surface lands with Haley Brothers Coal, Inc.;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Robert E. Witt, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama, or such other person as is authorized to execute such agreements on behalf of the Board under the current signature authority resolution be, and hereby are, authorized and empowered to execute a lease of surface lands for surface mining in substantially the form attached hereto as Exhibit "C" with Haley Brothers Coal, Inc., for and on behalf of this Board.

BE IT FURTHER RESOLVED that the Secretary of The Board of Trustees be, and he hereby is, authorized and empowered to attest the execution of said lease and to affix the corporate seal of said Board thereto, and that said President, Vice President or other Officer and Secretary be, and they hereby are, further authorized and empowered to do any and all things necessary or desirable to effectuate the lease on the terms set out above.

Authorizing execution of Amendment to Coal Lease with Jim Walter Resources, Inc., by UA

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama, leased certain coal lands to Jim Walter Resources, Inc., pursuant to a lease dated June 26, 1974; and

WHEREAS, the appropriate officials at the University have made a careful study of the request by Jim Walter Resources to amend the existing lease to add approximately 1,240 acres of land and to provide for an additional renewal term of 10 years, which is exercisable at the option of Jim Walter Resources, and recommend its approval to the Board;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the above-described lease amendment which is attached hereto as Exhibit "D" relating to the lease of coal lands between the Board and Jim Walter Resources, Inc.

BE IT FURTHER RESOLVED that Robert E. Witt, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama be, and are hereby, authorized and empowered for and on behalf of the Board to do any and all things necessary or desirable to make, execute, and deliver the above-mentioned lease amendment.

BE IT FURTHER RESOLVED that the Secretary of the Board of Trustees be, and he hereby is, authorized and empowered to attest the execution of said lease and to affix the corporate seal of said Board thereto, and that said President, Vice President or other Officer and Secretary be, and they hereby are, further authorized and empowered to do any and all things necessary or desirable to effectuate the lease on the terms set out above.

Authorizing execution of Amended and Restated Lease Agreement with
The Bluff at Waterworks Landing for UA

RESOLUTION

WHEREAS, The University of Alabama has a need for additional housing for students and has identified The Bluff at Waterworks Landing apartment complex as a suitable alternative and supplement to on-campus housing; and

WHEREAS, the owners of the apartment complex have agreed to lease apartment units to the University for use by upperclassmen on the terms and conditions set forth in the Amended and Restated Lease Agreement for Apartments attached hereto as Exhibit E; and

WHEREAS, the proposed Amended and Restated Lease Agreement for Apartments has been studied and approved by appropriate University officials, and its execution and performance is recommended to this Board by the appropriate officials of The University of Alabama as being in the best interest of the University and the State;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Robert E. Witt, as President, and Lynda Gilbert, as Vice President for Financial Affairs and Treasurer, or any other official authorized by the most recent Board resolution regarding signature authority for The University of Alabama be, and hereby are, authorized to enter into and execute the Amended and Restated Lease Agreement for Apartments in substantially the form as Exhibit E for and on behalf of the this Board.

Authorizing negotiation of terms of an Owner/Architect Agreement, amending UAB Master Plan to include this project, approving final Project Budget, and authorizing execution of Construction Contracts for the Trade Packages for anew Fast Pitch Softball Facility – Phase I, UAB Athletic Department, at UAB (Stages II, III, and IV)

RESOLUTION

WHEREAS, since its inception, the UAB Women's Fast Pitch Softball Team has been practicing and playing at George Ward Park, which is owned and operated by the Birmingham Park & Recreation Board; and

WHEREAS, the softball field at George Ward Park is remote from the UAB campus and lacks suitable facilities to adequately support the UAB softball program; and

WHEREAS, the University desires to construct a new fast pitch softball facility on the UAB campus immediately south of the Jerry D. Young Memorial Baseball Field, referred to hereinafter as the Project; and

WHEREAS, on September 19, 2008, The Board of Trustees of The University of Alabama approved the Stage I submittal for the Project as part of UAB's 2008-2009 Annual Capital Development Plan; and

WHEREAS, the Project will be accomplished in phases due to funding limitations, with Phase I to construct the playing field with lighting, fencing, scoreboard, dugouts, temporary bleachers and press box; and

WHEREAS, later phases will construct a stadium facility and other improvements as funding is identified for the Project; and

WHEREAS, in accordance with Board Rule 415, the University interviewed proposed firms to serve as the architect of record for the Project and ranked the top three firms in the following order for negotiations: TurnerBatson Architects of Birmingham, Alabama, Davis Architects of Birmingham, Alabama, and The Garrison Barrett Group of Birmingham, Alabama, and desires approval from the Board of Trustees to negotiate an Owner/Architect Agreement for the Project; and

WHEREAS, UAB desires to utilize the Construction Management delivery method for the Project using individual Trade Packages as prescribed in Board Rule 415; and

WHEREAS, the University's Project Management Services Department will serve as the Construction Manager for the Project; and

WHEREAS, the existing overhead power lines, located on the Project site, are being relocated by Alabama Power Company (APCo) under a separate contract; and

WHEREAS, UAB must now request approval from the Board of Trustees to advertise, bid, and award construction contracts for the Trade Packages; and

WHEREAS, the Project will be funded by UAB Plant Funds and Gifts; and

WHEREAS, the final Project Budget is established as follows:

APCo Power Line Relocation Package	\$	457,000
Other Utility Work Package	\$	85,000
Demolition & Site Clearing Package	\$	165,000
Grading and Site Drainage Package	\$	110,000
Field Construction Package	\$	264,000
General Construction Package	\$	260,000
Electrical and Lighting Package	\$	176,000
Equipment Package	\$	35,000
Architect/Engineer	\$	64,000
Surveys, Testing, & Inspection	\$	30,000
Construction Contingency	\$	155,000
Other	\$	199,000
TOTAL PROJECT COST	\$	2,000,000

WHEREAS, the University has provided a rendering of the Project in accordance with Board Rule 415; and

WHEREAS, the UAB Master Plan does not currently reflect a Fast Pitch Softball Facility on the site;

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

1. Richard L. Margison, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating terms of an Owner/Architect Agreement in accordance with Board Rule 415 with the below listed firms in the following order and thereafter advising the Vice Chancellor for Financial Affairs of The University of Alabama System and the Chairman of the Physical Properties Committee of the negotiated results.
 - 1) TurnerBatson Architects of Birmingham, Alabama
 - 2) Davis Architects of Birmingham, Alabama
 - 3) The Garrison Barrett Group of Birmingham, Alabama
2. The Stage II and Stage III submittals for the Project are hereby approved.

3. The UAB Master Plan is hereby amended to include the New Fast Pitch Softball Facility located immediately south of the existing Jerry D. Young Memorial Baseball Field.
4. The University of Alabama at Birmingham is hereby authorized to proceed with the Planning and Design of the Project in accordance with Board Rule 415.

BE IT FURTHER RESOLVED that the Trade Packages to be competitively bid on the Project, as aforementioned, may be awarded by the University pursuant to Alabama bid law, and the listed campus officials of The University of Alabama at Birmingham are thereafter authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the construction contracts with the low bidders, subject to compliance with all of the following provisions:

1. The University is granted approval to award the aforementioned construction contracts to the lowest responsible bidders pursuant to Alabama bid law so long as the award of such contracts does not cause an increase in the Total Project Budget.
2. If the award of the construction contracts will cause an increase in the Total Project Budget, the University shall bring the matter before the Board of Trustees or the Executive Committee of the Board of Trustees for approval of the construction contracts and a revised budget for the Project.
3. The University will provide ongoing reports about the awarded construction contracts to the Office of the Chancellor.
4. The University's Project Management Services Department is approved to serve as the Construction Manager for the Project.
5. Richard L. Margison, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the aforementioned construction contracts upon satisfaction of the conditions set out above.

Authorizing negotiation of terms of an Owner/Architect Agreement and approving preliminary Project Budget for Renovation for Laboratories and Support Space, Department of Pharmacology – Comprehensive Cancer Center, First and Second Floors – Volker Hall Research Tower, at UAB (Stage II)

RESOLUTION

WHEREAS, the Department of Pharmacology at The University of Alabama at Birmingham (UAB) is currently located on the ground floor of Volker Hall Research Tower where it performs research in the cancer related fields of cancer chemotherapy, chemical carcinogenesis, cancer drug delivery, and the effects, side effects, and breakdown of different drugs on cancer patients; and

WHEREAS, the laboratory and research space currently occupied by the Department is not adequate in size or modernity for the current or future needs of the Department; and

WHEREAS, on June 20, 2008, The Board of Trustees of The University of Alabama approved the Stage I submittal for a Project to renovate approximately 34,200 gross square feet (gsf) on the fourth floor and partial ground floor of Volker Hall Research Tower to provide state-of-the-art research facilities for cancer programs within the Department of Pharmacology; and

WHEREAS, during the programming phase of the Project, the University has determined that renovating the first and second floors (32,420 gsf total) of Volker Hall Research Tower would consolidate and enhance the Department of Pharmacology's research efforts; and

WHEREAS, the Project will completely renovate the first and second floors of Volker Hall Research Tower to construct new state-of-the-art laboratories and associated support spaces; and

WHEREAS, the Project will be funded by State Bonds and UAB Plant Funds; and

WHEREAS, the preliminary Project Budget is established as follows:

Construction	\$	6,375,000
Architect/Engineer	\$	477,000
Surveys, Testing, & Inspection	\$	137,000
Construction Contingency	\$	610,000
Other	\$	401,000
TOTAL PROJECT COST	\$	8,000,000

WHEREAS, utilizing Board Rule 415. Architectural Selection Criteria, the University interviewed five firms to serve as the architect of record for the Project and ranked the top three firms in the following order for negotiations: Williams Blackstock Architects of Birmingham, Alabama; Birchfield Penuel & Associates of Birmingham, Alabama; and Gresham Smith and Partners of Birmingham, Alabama; and now requests

approval to negotiate an equitable Owner/Architect Agreement consistent with the size, scope and complexity of the Project as outlined in Board Rule 415;

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

1. Richard L. Margison, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama at Birmingham, are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in negotiating terms of an Owner/Architect Agreement in accordance with Board Rule 415 with the below-listed firms in the following order and thereafter advising the Vice Chancellor for Financial Affairs of The University of Alabama System and the Chairman of the Physical Properties Committee of the negotiated results.
 - 1) Williams Blackstock Architects of Birmingham, Alabama
 - 2) Birchfield Penuel & Associates of Birmingham, Alabama
 - 3) Gresham Smith and Partners of Birmingham, Alabama
2. The Stage II Submittal is hereby approved.
3. The University of Alabama at Birmingham is hereby authorized to proceed with the Planning and Design of the Project in accordance with appropriate provisions of Board Rule 415.

Authorizing Purchase of Medical Center Inn, 800 11 Street South, Birmingham, by UAB

RESOLUTION

WHEREAS, The University of Alabama at Birmingham (UAB) entered into a 50-year ground lease with Medical Center Hotel, Inc., in 1989, to operate a hotel and restaurant facility; and

WHEREAS, the owner of the ground lease has determined the need to either further invest in the facility or alter the use of the property for the remaining life of the ground lease; and

WHEREAS, the owner, instead of redeveloping the property, has offered to sell the lease to UAB at a value as prescribed in the ground lease agreement; and

WHEREAS the improvements are located on Lot 3-A, of a resurvey of part of Blocks 2 and 3 in the City of Birmingham, Alabama, herein designated as the Property, and is located at the primary gateway to the UAB campus from the west along University Boulevard and is contiguous to land now used by UAB to support both intramural sports and intercollegiate athletics programs which have need for additional playing fields; and

WHEREAS, UAB has a desire to recapture full use of the Property prior to the ground lease termination date of 2039, and recommends moving forward with the purchase of the improvements on the Property; and

WHEREAS, an appraisal of the Property was secured by UAB with a range of \$3.8 million to \$5.0 million; and

WHEREAS, UAB has reached a tentative agreement to purchase the building and improvements for \$3.2 million with the Seller, Medical Center Hotel, Inc., contingent upon approval by the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that Richard L. Margison, Vice President for Financial Affairs and Administration, or those officers named in the most recent Board Resolutions granting signature authority for The University of Alabama at Birmingham are hereby authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing the purchase of said building and improvements from Medical Center Hotel, Inc., for \$3.2 million.

BE IT FURTHER RESOLVED that The University of Alabama at Birmingham be authorized to take other actions necessary to complete the purchase of the building and improvements under the terms stated above on behalf of The Board of Trustees of The University of Alabama.

BE IT FURTHER RESOLVED that the University is authorized, upon completion of the transaction, to proceed with the planning and implementation of measures necessary to prepare the site for future use, including removal of the improvements.

Approving preliminary Construction Budget and total Project Budget for Fitout of Research Laboratories, Department of Radiation Oncology, Radiation Oncology Replacement Facility (ROF), Redevelopment of Block 176, at UAB (Stage II)

RESOLUTION

WHEREAS, on April 18, 2003, the Boards of the UAS Hospital Services Corporation and the UAB Health System presented a Stage I Submittal to The Board of Trustees of The University of Alabama on the Women and Infants' Facility; and

WHEREAS, on June 30, 2003, University Hospital submitted a Stage I Submittal to the Board of Trustees on the Radiation Oncology Replacement Facility; and

WHEREAS, on June 15-16, 2006, respectively, the Joint Finance, Physical Properties, and UAB Health System Board Liaison Committee and the Board of Trustees approved Stage II and Stage III Submittals for the Project at a Preliminary Project Budget for the WIF at \$140,000,000 and the ROF at \$22,500,000; and

WHEREAS, on March 20, 2007, the Executive Committee of the Board of Trustees authorized the UAB Health System to move forward with the award of a Stage IV Design-Build Contract to the lowest responsible bidder, Brasfield and Gorrie, LLC of Birmingham, Alabama, for the Shell and Core component of the Project, which consists of Floors 1 through 10, and to accept the Lump Sum Proposal from the Design-Builder for completion of Design, Competitive Bidding, and Fit-Out of the Project and managing Fit-Out of the work on Floors No. 9 and 10 associated therewith, all at the cost of \$87,691,000; and

WHEREAS, the Department of Radiation Oncology and the UAB School of Medicine desire to fitout shell space previously set aside on the 2nd Floor of the Project for research laboratories to further the education and research mission of the Department; and

WHEREAS, the design of the research laboratory space will be completed by Brasfield and Gorrie, LLC of Birmingham, Alabama, who is under contract to provide the aforementioned Design-Build services for other components of the Project; and

WHEREAS, the Preliminary Project Budget has been established as follows:

Construction	\$	2,300,000
Architect/Engineer		93,500
Surveys, Testing & Inspections	\$	50,000
Laboratory Equipment & Furnishings	\$	691,000
Contingency @3.0% Construction	\$	70,000
Other	\$	<u>81,000</u>
TOTAL PROJECT COST		\$3,285,500

WHEREAS, the project will be funded by a gift from the University of Alabama Health Services Foundation; and

WHEREAS, the project has been reviewed by the Board of Directors of the University of Alabama Health Services Foundation and the UAB Health System Board of Directors;

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

1. The Preliminary Construction Budget of \$2,300,000 and the Total Project Budget of \$3,285,500 is approved.
2. The UAB Health System is authorized to proceed with final planning and design of the Project using the services of Brasfield and Gorrie LLC of Birmingham, Alabama, and return to the Physical Properties Committee and the Board for Stage IV approval of the construction contract award for the Project.

Approving acquisition of Philips Medical Neonatal Physiological Monitoring for the Regional Newborn Intensive Care Unit (RNICU) and Continuing Care nursery (CCN), Redevelopment of Block 176, University of Alabama Hospital, at UAB

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama (“Board”) owns University of Alabama Hospital and related health care facilities located in Birmingham, Alabama (“Hospital”); and

WHEREAS, the Hospital is managed by UAB Health System, pursuant to an Amended and Restated Joint Operating Agreement dated effective January 1, 2003 (“JOA”); and

WHEREAS, the Hospital, a component of the UAB Health System, in furtherance of its mission to provide a continuum of health services of the highest quality, operates The Regional Newborn Intensive Care Unit (RNICU) and The Continuing Care Nursery (CCN) which provide neonatal patient care services; and

WHEREAS, University Hospital currently has neonatal physiological monitoring devices in RNICU and CCN to assist in the care of neonatal patients; and

WHEREAS, the existing physiological monitoring devices are past their useful life and the manufacturer has given notice that they will discontinue manufacturing parts, performing repairs, and providing service for the existing devices in 2011; and

WHEREAS, the Hospital desires to install the replacement neonatal physiological monitoring devices in the new Women and Infants' Facility prior to its opening for operations; and

WHEREAS, as a result of a competitive request for proposal (RFP) process and award of an Strategic Business Alliance agreement with Philips Medical System North America Company on November 1, 2004, the Hospital desires to purchase the Philips Medical Neonatal Physiological Monitors at a cost not to exceed \$3,200,000; and

WHEREAS, this item was included in the Fiscal Year 2009 Annual Capital Development Plan and the cost for replacement of these devices is included in the Fiscal Year 2009 Hospital Annual Capital Budget; and

WHEREAS, it is estimated any additional operational costs will be minimal; and

WHEREAS, the UAB Health System Board of Directors have reviewed and recommend approval of this item;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that UAB Health System CEO William Ferniany or his designee is hereby authorized to act for and in the name of the Board in proceeding with the acquisition of the Philips Medical Neonatal Physiological Monitoring system at an acquisition price not to exceed \$3,200,000.

Approving acquisition of the Philips Large Bore Computed Tomography Simulator for the Department of Radiation Oncology, Redevelopment of Block 176, University of Alabama Hospital, at UAB

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama ("Board") owns University of Alabama Hospital and related health care facilities located in Birmingham, Alabama ("Hospital"); and

WHEREAS, the Hospital is managed by UAB Health System, pursuant to an Amended and Restated Joint Operating Agreement dated effective January 1, 2003 ("JOA"); and

WHEREAS, the Hospital, a component of the UAB Health System, in furtherance of its mission to provide a continuum of health services of the highest quality, operates the Department of Radiation Oncology which provides sophisticated radiotherapy to cancer patients; and

WHEREAS, University Hospital currently has a Picker AcQSim Computed Tomography (CT) Simulator to develop treatment plans for cancer patients; and

WHEREAS, the existing Picker AcQSim is past its useful life and the manufacturer has given notice that they will discontinue manufacturing parts, performing repairs, and providing service for the system beginning in December 2010; and

WHEREAS, the Hospital desires to install the replacement CT Simulator in the new Radiation Oncology Replacement Facility prior to its opening for operations; and

WHEREAS, as a result of a competitive request for proposal (RFP) process and award of a Strategic Business Alliance agreement with Philips Medical System North America Company on November 1, 2004, the Hospital desires to purchase and install the Philips Large Bore Computed Tomography Simulator at a total project cost not to exceed \$804,000; and

WHEREAS, this item was included in the Fiscal Year 2009 Annual Capital Development Plan and the cost for replacement of these devices is included in the Fiscal Year 2009 Hospital Annual Capital Budget; and

WHEREAS, it is estimated any additional operational costs will be minimal; and

WHEREAS, the UAB Health System Board of Directors has reviewed and recommends approval of this item;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that UAB Health System CEO William Ferniany or his designee is hereby authorized to act for and in the name of the Board of Trustees in proceeding with the acquisition and installation of the Philips Large Bore Computed Tomography Simulator at a total project cost not to exceed \$804,000.

Authorizing execution of Construction Contract and approving final revised Budget for Renovation of Wilson Hall at UAHuntsville (Stage IV)

RESOLUTION

WHEREAS, Stage I approval for the Renovation of Wilson Hall was requested in the UAH Annual Consolidated Capital Projects and Facilities Report as approved by the Board of Trustees at its September 2006 meeting; and

WHEREAS, the College of Science, the primary occupant of Wilson Hall, has now moved to the Shelby Center for Science and Technology; and

WHEREAS, the 2004 Campus Master Plan identified the renovation of Wilson Hall as a priority to provide additional facilities for the Colleges of Liberal Arts, Business Administration, Nursing, and the Division of Continuing Education; and

WHEREAS, UAH followed the procedures outlined in Board Rule 415 for the selection of an Architect/Engineer for the Project, ranking the top three firms in the following order: JH Partners, Huntsville, Alabama; SKT Architects, Huntsville, Alabama; and Bird and Kamback Architects, Huntsville, Alabama; and

WHEREAS, the Board of Trustees approved the above ranking of firms and the preliminary design (Stages II and III) at its February 2008 meeting; and

WHEREAS, UAH entered into an Owner/Architect Agreement with JH Partners to complete the design for the Project; and

WHEREAS, the Project Budget was established and approved by the Board at its February 2008 meeting as follows:

Project Budget	Unit Cost	Totals
Construction		\$ 9,000,000
Architect/Engineer	7.63%	\$ 686,700
Consultant Fees	0.40%	\$ 36,000
Commissioning Fees	1.50%	\$ 135,000
Reimbursable Expenses		\$ 40,000
Survey and Testing		\$ 10,000
Asbestos Abatement		\$ 50,000
Contingency	7.00%	\$ 630,000
Other (Network, Phones, A/V, etc.)		\$ 250,000
Aid to Construction		\$ 75,000
Furnishings		\$ 500,000
Moving Expenses		\$ 75,000
Total Project Cost		\$ 11,487,700

WHEREAS, the Project will be funded through a future University bond issue; and

WHEREAS, the annual debt service associated with the Project was allocated in the UAH 2007-08 operating budget, approved by the Board of Trustees in September 2007; and

WHEREAS, UAH received competitive bids on August 21, 2008, wherein two contractors submitted bids with the lowest qualified bid of \$12,500,000 submitted by Martin and Cobey Construction of Athens, Alabama; and

WHEREAS, responsible officials at the University therefore recommended architectural changes in an effort to reduce costs and reviewed the revised renderings for the Stage III submittal to the Board and are recommending approval of said design; and

WHEREAS, UAH received competitive bids on October 9, 2008, and desires to award the contract to the lowest responsible bidder, Virgil Berry Construction of Scottsboro, Alabama; and

WHEREAS, upon receipt of bids, the following Final Revised Budget has been established with \$3,605,336 funded from a PSCA allocation and the remainder to be funded through a University revenue bond issue:

Final Revised Project Budget	Unit Cost	Totals
Construction		\$ 8,857,000
Architect/Engineer	7.625%	\$ 652,761
Consultant Fees		\$ 20,000
Commissioning Fees		\$ 37,230
Project Management Fees	1.50%	\$ 132,855
Reimbursable Expenses		\$ 40,000
Survey and Testing		\$ 10,000
Asbestos Abatement		\$ 250,000
Contingency	6.50%	\$ 575,705
Other (Network, Phones, A/V, etc.)		\$ 250,000
Aid to Construction		\$ 75,000
Furnishings		\$ 500,000
Moving Expenses		\$ 75,000
Total Project Cost		\$ 11,475,551

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

1. The Revised Stage III submittal is approved based on renderings presented for review.

2. The Final Revised Budget for the Project as stipulated above is hereby approved.
3. David B. Williams, President, or Ray M. Pinner, Vice President for Finance and Administration, The University of Alabama in Huntsville, be, and is hereby, authorized to act for and in the name of The Board of Trustees of The University of Alabama in executing a Construction Contract with Virgil Berry Construction of Scottsboro, Alabama, for a total contract award of \$8,857,000.

The University of Alabama in Huntsville is hereby authorized to proceed with the construction of the Project in accordance with the provisions of Board Rule 415.

Approving preliminary Budget for Construction of a New Residence Hall at UAHuntsville (Stage I)

RESOLUTION

WHEREAS, The University of Alabama in Huntsville is requesting approval to plan a 600-700 bed residence hall, including a dining facility, at a projected cost of approximately \$48,000,000; and

WHEREAS, the Construction of a New Residence Hall was included as an auxiliary project in the Five Year Facilities Development Plan of the 2008-2009 Annual Capital Development Plan; and

WHEREAS, the Project will be funded primarily from a University revenue bond issue, with annual debt and operating costs to be funded through student rental fees; and

WHEREAS, the Preliminary Budget for the project is projected as follows:

Preliminary Project Budget	Unit Cost	Totals
Construction		\$ 42,170,000
Architect/Engineer	3.75%	\$ 1,581,375
Consultant Fees	0.25%	\$ 105,425
Commissioning Fees	0.75%	\$ 316,275
UAH Project Management Fees	0.50%	\$ 210,850
Reimbursable Expenses		\$ 40,000
Survey, Testing, & Inspection		\$ 100,000
Contingency	4.00%	\$ 1,686,800
Other (Network, Phones, A/V, etc.)		\$ 400,000
Aid to Construction		\$ 100,000
Furnishings		\$ 1,665,000
Total Project Cost		\$ 48,375,725

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

1. The Stage I submittal package for the Project is hereby approved.
2. The Preliminary Budget is established as stipulated above.
3. The University of Alabama in Huntsville is hereby authorized to proceed with the planning for the Project in accordance with the provisions of Board Rule 415.

Trustee Bryant said the Committee also approved suspending the rules and amending the Agenda to include one additional resolution for action by the Board at the request of The University of Alabama. The Committee thoroughly reviewed and approved this added resolution, requesting approval to make an application with the National Park Service for, and to secure the transfer of, 4.03 acres along the Black Warrior River.

After discussion, and on motion of Trustee Bryant, seconded by Trustee Cooper, the Board agreed to suspend the rules, amend the Agenda, and adopted the following resolution:

Consideration of Acquisition of real property, Black Warrior River Lock and Dam No. 12 and Boatyard, and it's use in perpetuity for a public park or recreational purposes

RESOLUTION

WHEREAS, certain real property owned by the United States of America, located in the City of Tuscaloosa, County of Tuscaloosa, State of Alabama, has been declared surplus and, at the discretion of the General Services Administration, may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949, as amended [40 U.S.C. § 550(e), formerly 40 U.S.C. §484(k)(2)], and any regulations and policies promulgated pursuant thereto, more particularly described as follows:

Property: Black Warrior River Lock and Dam No. 12 and Boatyard
Located Off River Road Park East, City of Tuscaloosa,
Tuscaloosa County, Alabama
Acres: 4.03 acres (1.63 hectares)
General Services Administration Control Number: 4-D-AL-0777; and

WHEREAS, The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder; and

WHEREAS, officials of The University of Alabama recommend to this Board the acquisition of real property described above and its use in perpetuity for a public park or recreational purposes;

NOW, THEREFORE, BE IT RESOLVED that The Board of Trustees of The University of Alabama shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with

the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

BE IT FURTHER RESOLVED that the Board of Trustees has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that Lynda Gilbert, Vice President for Financial Affairs and Treasurer of The University of Alabama, is hereby authorized, for and on behalf of The Board of Trustees of The University of Alabama, to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

Trustee Bryant said the Committee also heard a presentation on the UAB District Steam System project.

Information Items:

UAB District Steam System Update

Chairman St. John thanked Trustee Bryant for his report and recognized Trustee John McMahan for a report from the Investment Committee. Trustee McMahan said the Investment Committee met on Thursday, November 13, at 2 p.m. The Committee heard the quarterly overview in a presentation by David Center with Hammond Associates. The Committee also considered three resolutions for action by the Board which are included in the Board book on pages 206 through 208. The Committee thoroughly reviewed these resolutions and recommends the adoption of items H.1. through H.3.

After discussion, and on motion of Trustee McMahon, seconded by Trustee Urquhart, the Board adopted the following resolutions, separately and severally:

Approving a revised Target Equity Exposure for Reserve Funds for UA, UAB, University Hospital, and UAH

RESOLUTION

WHEREAS, the Investment Committee of The Board of Trustees of The University of Alabama recommends revising its target equity exposure for Reserve Funds and ranges based upon the annual low point in reserves for each institution, as shown on the chart below;

Institution	Target Equity Exposure	Range
The University of Alabama	50.0%	32.0 - 50.0%
The University of Alabama at Birmingham	50.0%	32.0 - 50.0%
The University of Alabama Hospital	50.0%	32.0 - 50.0%
The University of Alabama in Huntsville	50.0%	32.0 - 50.0%

WHEREAS, the Investment Committee recommends that such change be made gradually over time by the System Office;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby recommends a revised target equity exposure for Reserve Funds for the institutions comprising The University of Alabama System.

Authorizing execution of a Short Term Line of Credit with Regions Bank for UAS

RESOLUTION

WHEREAS, The Board of Trustees of The University of Alabama desires to enter into a contract to establish a short term Line of Credit; and

WHEREAS, the previous provider of the System Line of Credit has elected not to renew their annual contract with the System; and

WHEREAS, the Investment Committee recommends securing an annual Line of Credit with Regions Bank;

NOW THEREFORE, BE IT RESOLVED that the Vice Chancellor for Financial Affairs, with the advice and assistance of the Chief Investment Officer and subject to review by UAS legal counsel, is authorized to execute, on behalf of the Board of Trustees, a contract with Regions Bank, and take such other reasonable and necessary actions to provide the Board of Trustees with a short term Line of Credit as referenced above.

Rescinding approval of Investments for the Pooled Endowment Fund

RESOLUTION

WHEREAS, the Investment Committee of The Board of Trustees of The University of Alabama has established a target of 15% in private equity and 15% in real assets for The University of Alabama Pooled Endowment Fund; and

WHEREAS, the Investment Committee previously approved four managers prior to receiving legal approval of documents or signing legally binding subscription agreements; and

WHEREAS, the Investment Committee hereby recommends rescinding its approval of the following investments:

JC Flowers Fund III (\$15MM)
Quantum Energy Partners V (\$7MM)
Carlyle/Riverstone Global Energy and Power Fund IV (\$7MM)
Beacon Capital Strategic Partners VI (\$10MM)

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that the Vice Chancellor for Financial Affairs, with the advice and assistance of the Chief Investment Officer, rescinds its approval of the these investments.

Chairman St. John thanked Trustee McMahon for his report and recognized Trustee Vanessa Leonard for a report from the Audit Committee. Trustee Leonard said

the Audit Committee met yesterday afternoon and heard a presentation by PricewaterhouseCoopers concerning the results of the A133 audits for the 2007 fiscal year. The Committee then heard campus representatives discuss the management corrective action taken in response to issues identified by the auditors.

The Committee also heard PricewaterhouseCoopers describe their audit process for evaluating investment valuations. The auditors also provided an update to the Committee concerning the change in the reporting of the Commonfund investment in this year's financial statements, and on accounting issues concerning the long term debt of University Hospital.

Chairman St. John thanked Trustee Leonard for her report and recognized Trustee Andria Hurst for a report from the Honorary Degrees and Recognition Committee. Trustee Hurst said the Honorary Degrees and Recognition Committee met yesterday afternoon in the Nichols Room, with a majority of the Trustees in attendance. The Committee approved for recommendation to the Board of Trustees a resolution accepting a gift and commitment of BioHorizons Implant Systems, Inc., expressing appreciation, and naming Room 611 in the School of Dentistry Building as the BioHorizons Clinical Research Facility at UAB.

After discussion, and on motion of Trustee Hurst, seconded by Trustee Ritch, the Board adopted the following resolution:

Accepting gifts of Members of the Chemical and Biological Engineering Advisory Board, expressing appreciation and establishing the Gary C. April Endowed Scholarship at UA

RESOLUTION

WHEREAS, members of the Chemical and Biological Engineering Advisory Board have contributed \$20,348.05, including earnings, to The Board of Trustees of The University of Alabama to honor Gary C. April, professor emeritus and former Head of the Department of Chemical and Biological Engineering, and to promote the education of students in the College of Engineering at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Gary C. April Endowed Scholarship in the College of Engineering for the purposes and upon the conditions set out below by John W. Covington III, on behalf of the Chemical and Biological Advisory Board:

1. Priority of consideration shall be given to students pursuing degrees in the Department of Chemical and Biological Engineering.
2. Recipients shall be determined by the standing scholarship committee of the College of Engineering. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.
3. Should the Department of Chemical and Biological Engineering at The University of Alabama cease to exist, and if consistent with the policies of The Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donors' intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The Gary C. April Endowed Scholarship in the College of Engineering shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, after 38 years of distinguished service, Dr. Gary C. April retired in 2007 from The University of Alabama where he served as a professor and Head of the Department of Chemical and Biological Engineering; and

WHEREAS, during his tenure on the chemical engineering faculty, Dr. April authored and co-authored over 50 published papers and presented at a number of professional conferences and colloquia; and

WHEREAS, a well-known scholar in his field, Dr. April conducted personal research in the areas of waste minimization, biomass conversion, and mathematical simulation of natural reacting systems; and

WHEREAS, credited with bringing Project R.O.S.E, a used-oil recycling program that garnered national media attention, to The University of Alabama, Dr. April received the American Institute of Chemical Engineers (AIChE) Service to Society Award, the T. Morris Hackney Faculty Leadership Award, the AIChE Outstanding Professor Award, and the Algernon Sydney Sullivan Award; and

WHEREAS, while at the Capstone, Dr. April made invaluable contributions to the Department of Chemical and Biological Engineering as a professor, researcher, mentor, and colleague; and

WHEREAS, through this endowment, the donors wish to support academic excellence within the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of the donors and establishes The Gary C. April Endowed Scholarship in the College of Engineering as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to John W. Covington III.

Accepting gift of JoAnn Boozer Ray and Sam T. Ray, expressing appreciation, and establishing the Boozer-Ray Family Endowed Scholarship at UA

RESOLUTION

WHEREAS, JoAnn Boozer Ray and Sam T. Ray have contributed securities valued at \$20,058.81 to The Board of Trustees of The University of Alabama to honor the memory of Mrs. Ray's mother and father, Phyllis Joan Chamberlain Boozer and Young Jacob Boozer Jr., and to promote the education of students in the College of Human Environmental Sciences at The University of Alabama; and

WHEREAS, Mr. and Mrs. Ray desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Boozer-Ray Family Endowed Scholarship in the College of Human Environmental Sciences for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students enrolled full-time in the College of Human Environmental Sciences who are majoring in apparel and textiles or interior design.
2. Recipients shall be determined by the standing scholarship committee of the College of Human Environmental Sciences. The committee may include the Head of the Department of Clothing, Textiles, and Interior Design or his/her designee and the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Should the Department of Clothing, Textiles, and Interior Design at The University of Alabama cease to exist, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donors' intent, as stated herein, at the discretion of the Dean of the College of Human Environmental Sciences and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The Boozer-Ray Family Endowed Scholarship in the College of Human Environmental Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Young Jacob Boozer Jr., a distinguished alumnus of The University of Alabama and native of Noma, Florida, graduated from the School of Commerce in 1936 with a bachelor of science; and

WHEREAS, an outstanding athlete, he starred in both football and baseball at the University, and during his sophomore year as a running back, the football team went undefeated, winning the Southeastern Conference championship, the Rose Bowl, and the national title; and

WHEREAS, in recognition of his athleticism, he was named a Sports-Illustrated Silver Anniversary All-American in 1961 and was inducted into the Alabama Sports Hall of Fame in 1993; and

WHEREAS, he had an illustrious career in business, banking, and insurance, acting as president and treasurer of Cotton States Life Insurance Company and as senior vice president and director of ALFA Corporation, and he was inducted into the Alabama Business Hall of Fame in 1999; and

WHEREAS, he was equally admired for his philanthropic efforts, having been a director of Alabama chapters of many charitable organizations, including the National Kidney Foundation, the American Cancer Society, the Heart Association, Leukemia Society of America, American Red Cross, and Salvation Army; and

WHEREAS, Mr. Boozer's wife, Phyllis Joan Chamberlain Boozer, was likewise committed to excellence in her endeavors; and

WHEREAS, an outstanding student, she graduated from the University of Nebraska with a degree in dietetics and was involved in many student activities, acting in leadership roles, including Mortar Board president; and

WHEREAS, Mrs. Boozer obtained her master's in dietetics from Columbia University in New York City and was employed on the staff of Columbia Presbyterian Hospital; and

WHEREAS, dedicated to the community, she participated in many volunteer organizations, including the American Cancer Society and the American Red Cross, and served as national vice president of the Girl Scouts of the United States of America; and

WHEREAS, Mr. and Mrs. Boozer's daughter, Phyllis JoAnn Boozer Ray, was born February 19, 1943, in New York City; and

WHEREAS, she attended The University of Alabama as a transfer student from Stephens College, graduating from the Department of Home Economics in 1965 with a major in clothing, textiles, and related art; and

WHEREAS, like her mother and father, Mrs. Ray was an excellent student and deeply involved on campus, serving in leadership roles for Associated Women Students, SGA, and Phi Upsilon Omicron and as an active member of Mortar Board and Kappa Delta sorority; and

WHEREAS, in recognition of her many accomplishments at the University, she was named Outstanding Woman Transfer; received the University Alumni Student Award, and appeared in *Who's Who in American Colleges and Universities*; and

WHEREAS, after graduating, Mrs. Ray became employed by Rich's department store and served as department manager and assistant buyer from 1965 to 1968; and

WHEREAS, she became assistant director of student development at Emory University's School of Nursing, serving there from 1968 to 1972, and in 1970 she was recognized once again for her achievements in *Outstanding Young Women of America*; and

WHEREAS, in 1983, she became director of student development at Bauder College in Atlanta, Georgia, and in 1990 presided as director of Main Street Newnan, a local government body in Newnan, Georgia, that focuses on economic development and historical preservation of downtown Newnan; and

WHEREAS, that same year, Mrs. Ray was named Woman of the Year for the Coweta Chapter of American Business Women's Association, and in 1992 she became director of the Newnan Coweta Historical Society and Male Academy Museum; and

WHEREAS, in 2000, Mrs. Ray's career in philanthropy and historical preservation culminated in her appointment as state executive director of the Georgia Association of Museums and Galleries; and

WHEREAS, Mrs. Ray is the devoted wife of Sam T. Ray and loving mother to six children and, in addition to her commitments to career and family, has been a dedicated alumna of the University, serving on the Human Environmental Sciences Leadership Board and the steering committees for University capital campaigns; and

WHEREAS, several other members of the Boozer family are alumni of The University of Alabama, including Mrs. Ray's grandmother, Gypsy Hall Boozer, her uncle, Wilmer Hall Boozer, and her aunts, Frances Boozer Grubb and Rebecca Hall Boozer, and Mrs. Ray's mother was a charter member of Kappa Alpha Theta at The University of Alabama; and

WHEREAS, through this endowment, Mr. and Mrs. Ray wish to support academic excellence within the College of Human Environmental Sciences at The University of

Alabama and to honor the memory of Phyllis Chamberlain Boozer and Young Jacob Boozer Jr. in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of JoAnn and Sam T. Ray and establishes The Boozer-Ray Family Endowed Scholarship in the College of Human Environmental Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to JoAnn Boozer Ray and Sam T. Ray to share with family and friends.

Accepting gifts and pledge of Brasfield & Gorrie LLC, expressing appreciation and establishing The Brasfield & Gorrie Endowed Support Fund at UA

RESOLUTION

WHEREAS, Brasfield & Gorrie LLC of Birmingham, Alabama, has contributed securities valued at \$20,000 toward a pledge of \$100,000 to The Board of Trustees of The University of Alabama to support the Construction Engineering Program in the College of Engineering at The University of Alabama; and

WHEREAS, Brian D. Barr, Regional Vice President of Brasfield & Gorrie, on behalf of the donor, desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Brasfield & Gorrie Endowed Support Fund in the College of Engineering for the purposes and upon the conditions set out below:

1. Endowment earnings shall be used to support the College of Engineering's Construction Engineering Program. Uses for the earnings may include, but not be limited to, faculty support, facilities support and renovation, purchase of equipment, and scholarships for students pursuing degrees in construction engineering.

2. Use of endowment earnings shall be determined by the Head of the Department of Civil, Construction, and Environmental Engineering in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Engineering and the President of the University.
3. The recipients of any scholarships to be awarded from the endowment earnings shall be determined by the standing scholarship committee of the College of Engineering. Priority of consideration shall be given to students in the Department of Civil, Construction, and Environmental Engineering who are pursuing degrees in construction engineering. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.
4. Should the Construction Engineering Program, the Department of Civil, Construction, and Environmental Engineering, or both cease to exist at The University of Alabama, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.
5. Persons or entities desiring to contribute to The Brasfield & Gorrie Endowed Support Fund in the College of Engineering shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Brasfield & Gorrie is a full-service general contracting company that provides construction, design-build, and construction management services for a wide variety of structures, including healthcare, industrial, office, retail, education, and water treatment facilities; and

WHEREAS, in 2007, the company was ranked the number one healthcare general contractor in the nation and 28th among the country's top 400 general contractors; and

WHEREAS, with offices in Birmingham, Atlanta, Jacksonville, Nashville, Orlando, and Raleigh, Brasfield & Gorrie has been the contractor of choice for many landmark projects in the Southeast, including the Georgia Aquarium in Atlanta, Visionland, Colonial Brookwood Mall, the North Pavilion of UAB Hospital, the North

Tower of St. Vincent's Hospital, and Hoover High School in Birmingham; and the renovation of Tuscaloosa's Coleman Coliseum at The University of Alabama; and

WHEREAS, Brasfield & Gorrie prides itself on quality products, safety, and dedicated service and has received a number of Excellence in Construction Awards and two top safety awards from the Associated Builders and Contractors; and

WHEREAS, an innovator in the field of construction, the company received the State of Alabama's first Leadership in Energy and Environmental Design (LEED)-Gold Certification for its green building of the M. Miller Gorrie Building Science Center at Auburn University; and

WHEREAS, grateful for its success, Brasfield & Gorrie places a high priority on giving back to the community and has worked with several charitable organizations, including United Way, Habitat for Humanity, Make-A-Wish Foundation, United Cerebral Palsy, The Salvation Army, Big Brothers Big Sisters, The Leukemia & Lymphoma Society, and American Cancer Society; and

WHEREAS, inducted into the State of Alabama Engineering Hall of Fame in 2007, the company has generously supported The University of Alabama and is the founding partner of the Construction Engineering Program at the University; and

WHEREAS, through this endowment, Brasfield & Gorrie wishes to support the Construction Engineering Program in the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Brasfield & Gorrie and establishes The Brasfield & Gorrie Endowed Support Fund in the College of Engineering as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward support of the Construction Engineering Program under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this board and that a copy be sent to Brian D. Barr, on behalf of Brasfield & Gorrie.

Accepting gift and pledge of Ronald and Cynthia Gray, expressing appreciation, and establishing The Mr. and Mrs. George R. Cason Jr. Endowed Scholarship at UA

RESOLUTION

WHEREAS, Ronald and Cynthia Gray of Huntsville, Alabama, have contributed \$25,000 toward a pledge of \$100,000 to The Board of Trustees of The University of Alabama to honor Mrs. Gray's mother and father, Mr. and Mrs. George R. Cason Jr., and to promote the education of students in the Culverhouse College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, Mr. and Mrs. Gray desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Mr. and Mrs. George R. Cason Jr. Endowed Scholarship in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students enrolled in the Culverhouse College of Commerce and Business Administration who are graduates of high schools in Alabama, Tennessee, or Mississippi and who are considered to be first-generation college students. First-generation college students, in this case, are defined as students whose parents or siblings have not graduated from a four-year institution.
2. If no first-generation students remain in the applicant pool of the general population, then funds shall be available for awards to deserving undergraduate or graduate students as deemed appropriate by the standing scholarship committee.
3. Recipients shall be determined by the standing scholarship committee of the Culverhouse College of Commerce and Business Administration. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
4. Persons or entities desiring to contribute to The Mr. and Mrs. George R. Cason Jr. Endowed Scholarship in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Mr. George R. Cason Jr. received a bachelor of science from the University of Tennessee where he studied business, and he subsequently studied economics at the University of Oklahoma where he earned a masters degree; and

WHEREAS, Mr. Cason made major contributions to America's space program through his application of business education and expertise; and

WHEREAS, originally from Jackson, Tennessee, Mr. and Mrs. George R. Cason Jr. moved to Alabama in 1958; and

WHEREAS, the Casons have four daughters, three of whom graduated from The University of Alabama; and

WHEREAS, through this endowment, Mr. and Mrs. Gray wish to support academic excellence within the Culverhouse College of Commerce and Business Administration at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Mr. and Mrs. Gray and establishes The Mr. and Mrs. George R. Cason Jr. Endowed Scholarship in the Culverhouse College of Commerce and Business Administration as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Ronald and Cynthia Gray.

Accepting gift of Durr Elmore, expressing appreciation and establishing the Mary Paty Bargerom Elmore Endowed Scholarship at UA

RESOLUTION

WHEREAS, John Durr Elmore of Birmingham, Alabama, has contributed \$50,000 to The Board of Trustees of The University of Alabama to honor his wife, Mary Paty Bargerom Elmore, and to promote the education of students in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, Dr. Elmore desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named the Mary Paty Bargeron Elmore Endowed Scholarship in the College of Arts and Sciences for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to full-time undergraduate students in the College of Arts and Sciences who demonstrate financial need, although not necessarily need as defined by federal guidelines. Preference may be given to students participating in the Blount Undergraduate Initiative.
2. Recipients shall be determined by the standing scholarship committee of the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Persons or entities desiring to contribute to the Mary Paty Bargeron Elmore Endowed Scholarship in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Mary Pund Paty Bargeron Elmore was born August 24, 1929, in Atlanta, Georgia, to Adelaide Martha Pund Paty and Raymond Ross Paty, President of The University of Alabama from 1942 to 1946; and

WHEREAS, Mrs. Elmore attended junior high and high school in Tuscaloosa before enrolling at The University of Alabama in 1946; and

WHEREAS, active in campus life, she belonged to an honorary fraternity and served as vice president and rush chairman of Delta Delta Delta sorority; and

WHEREAS, Mrs. Elmore's sisters also attended the University, Martha Anne Paty Reynolds, enrolled in graduate school and a member of Zeta Tau Alpha, and Jane Muse Paty Waldrop, a 1951 graduate in history and a member of Delta Delta Delta; and

WHEREAS, after graduating in 1950, with a bachelor of arts in English, Mrs. Elmore began teaching music and the sixth grade in Birmingham public schools and wed Dr. Lionel Malcolm Bargeron Jr., to whom she was married until his death in 2005; and

WHEREAS, moving to New York City for Dr. Bargeron's residency, she worked for Outdoor Advertising Inc., and, upon their return to Birmingham, became a stay-at-home-mother to lovingly raise their children, Lionel III, Mary Paty, who graduated from The University of Alabama with a degree in French in 1981, Ruth "Ruthie," and Jane (who died in infancy); and

WHEREAS, active in community and university affairs, she was a member of the Junior League Chorus and St. Luke's Episcopal Church in Birmingham for many years, and in 2006, she joined the College of Arts and Sciences Leadership Board; and

WHEREAS, John Durr Elmore, newly wed to Mrs. Elmore, is a retired psychiatrist and alumnus of The University of Alabama who graduated with a bachelor of arts in chemistry in 1943, and was a member of Sigma Alpha Epsilon; and

WHEREAS, Dr. Elmore attended The University of Alabama School of Medicine in Tuscaloosa before completing his medical degree at Tulane University, served in the U. S. Army from 1946 to 1948, and joined a private practice, becoming an associate of Frank Kay Clinic in 1951; and

WHEREAS, also a devoted teacher, he instructed clinical psychiatry at The University of Alabama School of Medicine for many years, and, committed to maintaining high standards for the psychiatry profession, he served as president of the Alabama District Branch of the American Psychiatric Association; and

WHEREAS, Dr. Elmore, like Mrs. Elmore, was previously married for many years, wedded to Marilyn Williams Elmore from 1944 until her death in 2005, and they had three children, Mildred, a University of Alabama graduate, John Jr., and Wesley; and

WHEREAS, Dr. Elmore has been an avid supporter of the arts, giving generously to the University and serving on the College of Arts and Sciences steering committees for capital campaigns; and

WHEREAS, he is grateful that being part of the Coca Cola family has allowed him to make his current generous gift to the University; and

WHEREAS, through this endowment, Dr. Elmore wishes to support academic excellence within the College of Arts and Sciences at The University of Alabama and to honor Mary Paty Bargeron Elmore in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of John Durr

Elmore and establishes the Mary Paty Barger Elmore Endowed Scholarship in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Dr. and Mrs. John Durr Elmore.

Excepting gift of Hubert Rivers Fowler, expressing appreciation, and establishing the Anna Catherine Cook Fowler Endowed Scholarship at UA

RESOLUTION

WHEREAS, Hubert Rivers Fowler of Meridian, Mississippi, has contributed \$20,000 to The Board of Trustees of The University of Alabama to honor his wife, Anna Catherine Cook Fowler, and to promote the education of students in the Culverhouse College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, Mr. Fowler desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named the Anna Catherine Cook Fowler Endowed Scholarship for the purposes and upon the conditions set out below:

1. First priority of consideration shall be given to full-time juniors, seniors, and graduate students in good academic standing in the Culverhouse School of Accountancy who are first-generation college students. Second priority of consideration shall be given to full-time, first-generation college students in the Culverhouse College of Commerce and Business Administration with majors other than accounting. Among qualified applicants, preference shall be given to those from Choctaw County or Sumter County, Alabama, or Lauderdale County, Mississippi.
2. Recipients shall be determined by the standing scholarship committee of the Culverhouse College of Commerce and Business Administration. The committee may include the Dean of the College and the Director of the Culverhouse School of Accountancy or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean

of the Culverhouse College of Commerce and Business Administration and the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.

3. Persons or entities desiring to contribute to the Anna Catherine Cook Fowler Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Anna Catherine Cook Fowler grew up in Pushmataha, Alabama, and attended The University of Alabama, where she received a bachelor of science in commerce and business administration in 1962; and

WHEREAS, an outstanding student, she served in many campus organizations, including Delta Zeta, Mortar Board, SGA, Commerce Association, and Senior Council, among others, and was recognized for her achievements in Who's Who in American Colleges and Universities; and

WHEREAS, she went on to obtain a doctoral degree and had a distinguished career as a professor of accounting at the University of Texas–Austin; and

WHEREAS, committed to maintaining high standards for the accounting profession, she assumed leadership roles in professional organizations, serving as president of the American Taxation Association and on various committees of the American Institute of Certified Public Accountants; and

WHEREAS, upon retiring from the University of Texas in 2004, Dr. Fowler relocated to Meridian, Mississippi, and, now close to her alma mater, taught a course in tax research at the Culverhouse College of Commerce and Business Administration in 2005; and

WHEREAS, Hubert “Jim” Fowler, also a teacher and an alumnus of the University, who graduated with a bachelor of arts in political science in 1959 and a master of arts in political science in 1966, wishes to honor Dr. Fowler for her accomplishments; and

WHEREAS, through this endowment, Mr. Fowler further wishes to financially assist students in the Culverhouse College of Commerce and Business Administration who are approaching graduation and the beginning of their careers;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Mr. Fowler and

establishes the Anna Catherine Cook Fowler Endowed Scholarship as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Hubert and Anna Catherine Fowler.

Accepting gift and pledge of Ronald and Cynthia Gray, expressing appreciation, and establishing The Clifford S. Gray Endowed Scholarship at UA

RESOLUTION

WHEREAS, Ronald and Cynthia Gray of Huntsville, Alabama, have contributed \$25,000 toward a pledge of \$100,000 to the board of the Crimson Tide Foundation of The University of Alabama to establish a scholarship in Intercollegiate Athletics for the purpose of promoting the education of full-time students participating in an athletics program at The University of Alabama; and

WHEREAS, Mr. and Mrs. Gray desire that this gift be accepted and maintained by the Crimson Tide Foundation as a permanent fund to be named The Mr. and Mrs. Ronald W. Gray Family Endowed Scholarship in Intercollegiate Athletics for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students who are participating in Intercollegiate Athletics, and satisfy National Collegiate Athletic Association (NCAA), Southeastern Conference (SEC), and University admission requirements for progress toward graduation.
2. Recipients shall be determined by the standing scholarship committee of Intercollegiate Athletics. The committee shall include the Director of Intercollegiate Athletics or his/her designee, as well as members of the Intercollegiate Athletics staff appointed by the Director. Decisions of the committee shall be made in accordance with University, NCAA, and SEC policies and procedures adopted from time to time.

3. The Director of Intercollegiate Athletics shall ensure that the scholarship is administered in accordance with the rules, regulations, and laws established by the NCAA, SEC, Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder, and any other laws, rules, or regulations that may be established by any governing body or authority to which the University is legally subject or subscribes. Any recipient of the scholarship shall be chosen in accordance with the procedures developed in compliance with Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder.
4. Persons or entities desiring to contribute to The Mr. and Mrs. Ronald W. Gray Family Endowed Scholarship in Intercollegiate Athletics shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, born on October 18, 1958, in Mobile, Alabama, Ronald W. Gray graduated from Grissom High School in Huntsville, Alabama, in 1977; and

WHEREAS, a 1981 alumnus of The University of Alabama, Mr. Gray received a bachelor of science in mechanical engineering and was a member of Theta Chi fraternity; and

WHEREAS, in 2007, Mr. Gray was recognized as an engineering fellow by the University's College of Engineering; and

WHEREAS, as president and founder of Gray Research, Incorporated, one of Huntsville's strongest providers of engineering and management services, Mr. Gray managed his company to steady, consistent growth and recognition as one of the 500 fastest growing small businesses in America in 2004; and

WHEREAS, an active community supporter, Mr. Gray has served on the board of directors for a number of organizations and businesses including the Huntsville Chamber of Commerce, Alabama Aerospace Industry Association, Army Space and Missile Defense Association, First American Bank, and Von Braun Center for Science Innovation; and

WHEREAS, a dedicated husband and loving father, Mr. Gray married his high school sweetheart, Cynthia "Cindy" Cason Gray, and together they had two children, Jennifer Gray Elwell and Charlie Gray; and

WHEREAS, in 1982, Mrs. Gray graduated from The University of Alabama with a with a bachelor of science in computer science, and she currently serves as senior vice president of Gray Research; and

WHEREAS, Mrs. Gray is also involved in her community through her service on a number of local civic boards; and

WHEREAS, a Presidential scholar and magna cum laude graduate of The University of Alabama, Jennifer Gray Elwell received her bachelor of science in computer science and married Jason Elwell, a 2007 University alumnus; and

WHEREAS, while at the Capstone, Mrs. Elwell was a member of Alpha Chi Omega sorority, XXXI, ODK, and was recognized as an Outstanding Senior; and

WHEREAS, Mrs. Elwell currently serves as a software developer for Insuresoft, Incorporated, and Mr. Elwell serves as an aerospace engineer for Jacobs Engineering; and

WHEREAS, Charlie Gray, a recipient of the Alumni Honors Scholarship, is enrolled in the University's Culverhouse College of Commerce and Business Administration with a major in international management, has been included on the President's List for six consecutive semesters, and was inducted into Jasons in 2008; and

WHEREAS, he serves as chaplain of Alpha Tau Omega fraternity; and

WHEREAS, through this endowment, Mr. and Mrs. Gray wish to support academic excellence at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED that The Board of Trustees of The University of Alabama recognizes this generous contribution of Ronald and Cynthia Gray and the establishment of The Mr. and Mrs. Ronald Gray Family Endowed Scholarship in Intercollegiate Athletics through the Crimson Tide Foundation.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Ronald and Cynthia Gray.

Excepting gift of Mr. and Mrs. Robert A. Hollingsworth, expressing appreciation and establishing The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed scholarship at UA

RESOLUTION

WHEREAS, Mr. and Mrs. Robert A. Hollingsworth Jr. of Birmingham, Alabama, have contributed \$20,000 to The Board of Trustees of The University of Alabama to promote the academic excellence of students at The University of Alabama; and

WHEREAS, the donors desire that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed Scholarship for the purposes and upon the conditions set out below:

1. The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed Scholarship shall be awarded to full-time undergraduate students seeking bachelor of science degrees at The University of Alabama. Qualifying students must be of high academic standing and enrolled in the Culverhouse College of Commerce and Business Administration, the College of Engineering, or the Capstone College of Nursing. Among qualified applicants, first preference shall be given to U. S. citizens and second preference to permanent residents of the U. S.
2. Recipients shall be determined by the standing scholarship committee of The University of Alabama. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. The donors' intent is to award multiple scholarships in a variety of academic areas provided the endowed corpus of the fund produces sufficient earnings.
4. Persons or entities desiring to contribute to The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Robert A. Hollingsworth Jr. grew up in Jefferson County, Alabama, and attended The University of Alabama at Birmingham before beginning a career in engineering; and

WHEREAS, Christine S. Hollingsworth, raised in Talladega County, Alabama, also attended UAB and went into the field of accounting; and

WHEREAS, while in college, both Mr. and Mrs. Hollingsworth worked full-time to pay for their education, and because of the difficulty in managing both work and school, they never completed their degrees; and

WHEREAS, Mr. and Mrs. Hollingsworth, now retired, have a great respect for higher education and a deep and abiding love for God, the United States of America, The University of Alabama, and the Crimson Tide; and

WHEREAS, through this endowment and through additional planned estate gifts to the endowment, Mr. and Mrs. Hollingsworth wish to support academic excellence at The University of Alabama in perpetuity and to provide students opportunities for financial assistance while completing their education;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Mr. and Mrs. Hollingsworth and establishes The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed Scholarship as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Mr. and Mrs. Hollingsworth.

Accepting gift of Pamela Hughey Parker, expressing appreciation, and establishing The Bill G. and Virginia L. Hughey Endowed Scholarship at UA

RESOLUTION

WHEREAS, Pamela Hughey Parker of Tuscaloosa, Alabama, has contributed \$20,955.17, including earnings, to The Board of Trustees of The University of Alabama to honor her parents, Bill G. and Virginia L. Hughey, and to promote the education of students at The University of Alabama; and

WHEREAS, Dr. Parker desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Bill G. and Virginia L. Hughey Endowed Scholarship for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to undergraduate students enrolled full-time at The University of Alabama who demonstrate financial need, although not necessarily need as defined by federal guidelines, and who maintain the grade point average required by The University of Alabama.
2. Recipients shall be determined by the standing scholarship committee of The University of Alabama. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Persons or entities desiring to contribute to The Bill G. and Virginia L. Hughey Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund;

WHEREAS, high school sweethearts, Bill G. and Virginia L. Hughey graduated from Huntsville High School in Huntsville, Alabama; and

WHEREAS, the first in his family to attend college, Mr. Hughey graduated from Auburn University with a degree in engineering; and

WHEREAS, for over forty years, Mr. Hughey worked for Martin Industries in Florence, Alabama, where he served as a loyal employee, president, and director of the company until his retirement; and

WHEREAS, Mrs. Hughey attended The University of Alabama where she was involved with Delta Delta Delta sorority; and

WHEREAS, Mr. and Mrs. Hughey have enjoyed 53 years of marriage together, and they have three children, Pamela Hughey Parker, John Nolan Hughey, and Elizabeth Hughey Hill, and six grandchildren; and

WHEREAS, a dedicated mother and businesswoman, Mrs. Hughey cared for the three children and later owned Athens Custom Interiors; and

WHEREAS, through this endowment, Dr. Parker wishes to support academic excellence at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Dr. Parker and establishes The Bill G. and Virginia L. Hughey Endowed Scholarship as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Pamela Hughey Parker.

Accepting gift and pledge, expressing appreciation and establishing the William Cary Hulsey Endowed Support Fund for Teaching Excellence at UA and The William Cary Hulsey Endowed Scholarship at UA

RESOLUTION

WHEREAS, William Cary Hulsey of Birmingham, Alabama, has contributed gifts and securities valued at \$750,219.90 toward a pledge of \$1,000,000 in current gifts and intends to contribute an additional estate gift of \$1,000,000 to The Board of Trustees of The University of Alabama to promote academic excellence in the Culverhouse College of Commerce and Business Administration at The University of Alabama; and

WHEREAS, Mr. Hulsey desires that three-quarters of his payments toward his current pledge be accepted and maintained by The University of Alabama as the William Cary Hulsey Endowed Support Fund for Teaching Excellence in real estate and financial services in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. The William Cary Hulsey Endowed Support Fund for Teaching Excellence shall be used to attract and/or retain a seasoned faculty member in the area of real estate and financial services who will make a difference in the quality of instruction in the College. Earnings shall be used for supplementary salary support and other expenses for faculty members who shall be called *Hulsey Faculty Fellows*.
2. Those eligible to be *Hulsey Faculty Fellows* shall be tenure-track or nontenure-track faculty members in the Culverhouse College of

Commerce and Business Administration of any rank who excel in teaching in the field of real estate and financial services. The faculty fellows shall be selected by the Dean of the College in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Provost.

3. The primary responsibility of the *Hulsey Faculty Fellow* shall be to teach real estate and financial services at the undergraduate level, but the faculty fellow will have broad responsibility for enhancing the status of the College as a premier real estate center, for developing workshops and conferences for both students and practitioners, and for supervising instruction and other activities to prepare students for successful careers in the field, including developing a close relationship with the real estate and financial services industry and directing internship and career-placement programs.
4. Should the real estate and financial services program of study cease to exist at The University of Alabama, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended at the discretion of the Dean of the Culverhouse College of Commerce and Business Administration for needs that most closely relate to the donor's intent as stated herein, subject to the approval of the President of the University; and

WHEREAS, should the book value of the fund corpus reach the minimum endowment level for a chair, then the University will seek approval to convert the fund to the William Cary Hulsey Endowed Chair for Teaching Excellence; and

WHEREAS, the corpus of the William Cary Hulsey Endowed Support Fund for Teaching Excellence and any future contributions shall from that time forward constitute the endowed corpus of the chair in the Culverhouse College of Commerce and Business Administration, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds; and

WHEREAS, the endowment earnings shall be used to support an endowed chair under the policies and procedures of the University adopted from time to time to regulate and administer such awards, subject, however, to the following additional or supplementary conditions requested by Mr. Hulsey:

1. The William Cary Hulsey Endowed Chair for Teaching Excellence shall be used to attract and/or retain a nationally recognized scholar and/or

- expert in real estate and financial services who will make a difference in the quality of teaching and research in the Culverhouse College of Commerce and Business Administration. Earnings shall be used at the discretion of the Dean of the College with the approval of the President of the University for broad support of the teaching, service, and research efforts of the chair holder, including, but not limited to, salary support, graduate research assistantships, research equipment, and support for research efforts.
2. The duties of the chair holder shall be the same as those of the *Hulsey Faculty Fellow*.
 3. Criteria and procedures for recruiting and selecting this chair shall follow those set out in the most current edition of *The University of Alabama Faculty Handbook* regarding appointments to endowed chairs and professorships and shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the Culverhouse College of Commerce and Business Administration and the President of the University and coordinated with the Provost.
 4. Should the real estate and financial services program of study cease to exist at The University of Alabama, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended at the discretion of the Dean of the Culverhouse College of Commerce and Business Administration for needs that most closely relate to the donor's intent as stated herein, subject to the approval of the President of the University; and

WHEREAS, Mr. Hulsey further desires that one-quarter of his payments toward his current pledge be accepted and maintained by The University of Alabama as a permanent fund to be named the William Cary Hulsey Endowed Scholarship in the Culverhouse College of Commerce and Business Administration for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to juniors, seniors, and master's students enrolled in the Culverhouse College of Commerce and Business Administration who are concentrating in the field of real estate and financial services, reside in the state of Alabama, and possess a minimum 3.0 grade point average on a 4.0 scale. Recipients of the award shall be known as *Hulsey Scholars*.

2. Endowment earnings may be used for one or more scholarships. Recipients shall be determined by the standing scholarship committee of the Department of Economics, Finance, and Legal Studies. The committee may include the Head of the Department or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the Culverhouse College of Commerce and Business Administration and the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. The scholarship may be renewable for each of the subsequent years of a recipient's undergraduate education provided the scholarship committee deems the recipient's performance and academic progress satisfactory and provided the recipient remains enrolled in the Culverhouse College of Commerce and Business Administration.
4. Should the Department of Economics, Finance, and Legal Studies or the real estate and financial services program of study, or both cease to exist at The University of Alabama, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended at the discretion of the Dean of the Culverhouse College of Commerce and Business Administration for needs that most closely relate to the donor's intent as stated herein, subject to the approval of the President of the University; and

WHEREAS, Mr. Hulsey desires that his estate gift be divided between the William Cary Hulsey Endowed Support Fund for Teaching Excellence and the William Cary Hulsey Endowed Scholarship in the same proportion as the current pledge described herein; and

WHEREAS, persons or entities desiring to contribute to any of the aforementioned funds in the Culverhouse College of Commerce and Business Administration shall be free to do so provided they accept the conditions governing the funds; and

WHEREAS, William Cary Hulsey is a 1956 graduate of Kentucky Military Institute and earned his bachelor of science in commerce and business administration at The University of Alabama; and

WHEREAS, Mr. Hulsey has had a long and successful career in construction and in property development and management with Arlington Construction Services, Inc., and Arlington Properties, Inc., where he serves as Chairman and CEO; and

WHEREAS, active in civic life, he has supported, provided leadership for, and held board memberships in many worthy organizations, including the Alabama Association of Independent Colleges and Universities, the Alabama Symphony Association, Baptist Hospital Foundation, the Birmingham Museum of Art, the Board of Trustees of Birmingham-Southern College, Central Alabama United Way, and the University of Alabama at Birmingham and, in addition, has served as chairman of the Birmingham Area Chapter of the American Red Cross and the EyeSight Foundation of Alabama as well as president of the Rotary Club of Birmingham; and

WHEREAS, Mr. Hulsey has long been a loyal and active supporter of The University of Alabama where he was the guiding force in the development of the Frank A. Nix Endowed Memorial Lectureship in the Blackburn Institute and serves as a member of the President's Cabinet, the Board of Visitors of the Culverhouse College of Commerce and Business Administration, and the national steering committee for the current capital campaign, "Our Students. Our Future."; and

WHEREAS, Mr. Hulsey has made many charitable gifts to the University and, through this endowment, wishes to contribute further by supporting academic excellence within the Culverhouse College of Commerce and Business Administration at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contributions of Mr. Hulsey and establishes the William Cary Hulsey Endowed Support Fund for Teaching Excellence and the William Cary Hulsey Endowed Scholarship in the Culverhouse College of Commerce and Business Administration as restricted endowed funds.

BE IT FURTHER RESOLVED that the initial gifts and any future contributions to these funds shall constitute endowed corpora, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used for the purposes described herein under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this board and that a copy be sent to William Cary Hulsey to share with family and friends.

Accepting gift of Nancy J. Brock, expressing appreciation and establishing
The Mr. and Mrs. William Russell Jacks Sr. Endowed Scholarship at UA

RESOLUTION

WHEREAS, Nancy J. Brock of Birmingham, Alabama, has contributed \$25,000 to The Board of Trustees of The University of Alabama to honor her parents, Mr. and Mrs. William Russell Jacks Sr., and to promote the education of students in the College of Human Environmental Sciences at The University of Alabama; and

WHEREAS, Mrs. Brock desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Mr. and Mrs. William Russell Jacks Sr. Endowed Scholarship in the College of Human Environmental Sciences for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students enrolled in the College of Human Environmental Sciences.
2. Recipients shall be determined by the standing scholarship committee of the College of Human Environmental Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Should the College of Human Environmental Sciences at The University of Alabama cease to exist, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Provost and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The Mr. and Mrs. William Russell Jacks Sr. Endowed Scholarship in the College of Human Environmental Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, William Russell Jacks Sr. was born November 9, 1926, in New Market, Alabama, and attended New Market High School; and

WHEREAS, a hardworking and dedicated employee, Mr. Jacks worked with American Cast Iron Pipe Company (ACIPCO) in Birmingham for 35 years; and

WHEREAS, his devoted wife of 57 years, Lottie Apperson Jacks, was born December 26, 1930, in Birmingham and attended Jones Valley High School and Howard College (now Samford University); and

WHEREAS, Mrs. Jacks was employed by Simon-Williamson Clinic for 25 years and has been deeply involved in the Samford University Auxiliary, formerly serving as its president; and

WHEREAS, both Mr. and Mrs. Jacks are members of Vestavia Hills Baptist Church and are the loving parents of four children who have blessed them with seven grandchildren; and

WHEREAS, Mr. and Mrs. Jack's daughter, Nancy J. Brock, is an active and generous supporter of The University of Alabama, currently serving on the Human Environmental Sciences Leadership Board for the *Our Students. Our Future.* capital campaign; and

WHEREAS, Mrs. Brock is married to Harry B. Brock III, a 1977 graduate of The University of Alabama who is a member of the President's Cabinet, and they have two daughters, Abby and Jane; and

WHEREAS, through this endowment, Mrs. Brock wishes to honor her parents and to support academic excellence within the College of Human Environmental Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Nancy J. Brock and establishes The Mr. and Mrs. William Russell Jacks Sr. Endowed Scholarship in the College of Human Environmental Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Mr. and Mrs. William Russell Jacks Sr. and Mrs. Nancy J. Brock to share with family and friends.

Accepting gift of Anonymous Donor, expressing appreciation and establishing The Walter B. Jones-Minerals, Oil, and Gas Endowed Research Support Fund at UA

RESOLUTION

WHEREAS, an anonymous donor has contributed \$20,000 to The Board of Trustees of The University of Alabama to honor the memory of Walter B. Jones, deceased, and to promote academic excellence in the Department of Geological Sciences in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Walter B. Jones–Minerals, Oil, and Gas Endowed Research Support Fund in the College of Arts and Sciences for the purposes and upon the conditions set out below:

1. Endowment earnings shall be used to support research by faculty members in the Department of Geological Sciences. Preference shall be given to faculty members whose research supports the mission and goals of the Geological Survey of Alabama.
2. Endowment earnings shall be expended at the discretion of the Chair of the Department of Geological Sciences, in accordance with University policies and procedures adopted from time to time and subject to the approval of the Dean of the College of Arts and Sciences and the President of the University.
3. Should the Department of Geological Sciences at The University of Alabama cease to exist, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Dean of the College of Arts and Sciences and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The Walter B. Jones–Minerals, Oil, and Gas Endowed Research Support Fund in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, born in Huntsville, Alabama, in 1895, Walter Bryan Jones attended The University of Alabama, where he earned a bachelor of arts degree in 1918 and a master of arts degree in 1920; and

WHEREAS, after earning his doctor of philosophy degree in geology from Johns Hopkins University, Dr. Jones returned to Alabama in 1924, accepting the position of assistant state geologist under the direction of Eugene Allen Smith, the longtime University of Alabama professor who had been state geologist since 1873; and

WHEREAS, upon Dr. Smith's retirement, Dr. Jones became Alabama's third state geologist in 1927, and later became its first supervisor of the State Oil and Gas Board in 1939; and

WHEREAS, Dr. Jones pioneered the development of a regulatory scheme governing early oil and gas development in Alabama, making Alabama an early contributor to general oil and gas law; and

WHEREAS, during his tenure and through his influence, Dr. Jones oversaw the development of oil and gas regulation in a nonpolitical fashion; and

WHEREAS, Dr. Jones had the interests of Alabama's mineral owners at heart while still creating a favorable climate for mineral development in this state; and

WHEREAS, Dr. Jones effectively preserved a balance between environmental protection and mineral development; and

WHEREAS, the Geological Survey of Alabama flourished under Dr. Jones's leadership, and his contributions to various preservation and conservation efforts made him a legendary figure in Alabama geology; and

WHEREAS, in addition to his accomplishments on behalf of the Geological Survey and the Oil and Gas Board, Dr. Jones performed groundbreaking work in the field of Alabama cave science, and it was his efforts that led to the establishment of the Mound State Monument, now known as Moundville Archaeological Park; and

WHEREAS, Dr. Jones passed away May 2, 1977, taking away from family, friends, and the state of Alabama a talented and pioneering geologist whose admirable contributions to the field will always be remembered; and

WHEREAS, through this endowment, the donor wishes to promote academic excellence in the Department of Geological Sciences at The University of Alabama in perpetuity as a way of honoring the life and achievements of Walter B. Jones;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of the donor and establishes The Walter B. Jones–Minerals, Oil, and Gas Endowed Research Support Fund in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used to promote academic excellence in the Department of Geological Sciences under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Dr. Douglas Epps Jones, son of Dr. Walter B. Jones, to share with friends and family.

Accepting gift and pledge, expressing appreciation and establishing The McAbee Construction Inc. Endowed Scholarship at UA

RESOLUTION

WHEREAS, McAbee Construction Inc. of Tuscaloosa, Alabama, has contributed \$30,000 toward a pledge of \$50,000 to The Board of Trustees of The University of Alabama to promote the education of students in the College of Engineering at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The McAbee Construction Inc. Endowed Scholarship in the College of Engineering for the purposes and upon the conditions set out below by W. Gary Nichols, president and chief operating officer of McAbee Construction:

1. Priority of consideration shall be given to students pursuing degrees in construction engineering. Second priority shall be given to students pursuing degrees in civil engineering, and third priority shall be given to students pursuing degrees in mechanical engineering.
2. Recipients shall be determined by the standing scholarship committee of the College of Engineering. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.

3. Prior to graduation, recipients shall be encouraged to interview with McAbee Construction Inc. for possible employment.
4. Should the Department of Civil, Construction, and Environmental Engineering, the construction engineering program, or both at The University of Alabama cease to exist, and if consistent with the policies of The Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.
5. Persons or entities desiring to contribute to The McAbee Construction Inc. Endowed Scholarship in the College of Engineering shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, McAbee Construction specializes in a wide range of services, including custom fabrication as well as on-site construction services; and

WHEREAS, founded in 1963 by Leroy McAbee Sr., McAbee Construction has set the standard for mechanical and industrial construction and fabrication of piping, vessels, modules, sheet metal, and autoclaves; and

WHEREAS, McAbee Construction provides their local and international clients with high-quality products, timely execution, and fair pricing; and

WHEREAS, through this endowment, McAbee Construction wishes to support academic excellence within the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of McAbee Construction and establishes The McAbee Construction Inc. Endowed Scholarship in the College of Engineering as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to W. Gary Nichols.

Accepting gift of TTL, Inc., expressing appreciation, and establishing The H. Dean McClure Endowed Scholarship at UA

RESOLUTION

WHEREAS, TTL, Inc., of Tuscaloosa, Alabama, has contributed \$25,000 to The Board of Trustees of The University of Alabama to honor H. Dean McClure and to promote the education of students in the College of Engineering at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The H. Dean McClure Endowed Scholarship in the College of Engineering for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to full-time undergraduate students majoring in civil or construction engineering who are family members of TTL, Inc., employees.
2. Recipients shall be determined by the standing scholarship committee of the College of Engineering. The committee may include the Dean of the College or his/her designee and a representative of TTL, Inc. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Should the Department of Civil, Construction, and Environmental Engineering at The University of Alabama cease to exist, and if consistent with the policies of The Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The H. Dean McClure Endowed Scholarship in the College of Engineering shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, H. Dean McClure received a bachelor of science in civil engineering from The University of Alabama in 1985 and promptly joined TTL, Inc., an engineering consulting firm; and

WHEREAS, headquartered in Tuscaloosa, Alabama, TTL provides geotechnical and analytical engineering, material testing, and environmental information and solutions; and

WHEREAS, an exceptional project manager, Mr. McClure worked on many notable projects including the DCH towers and the Bryant-Denny East Upper Deck expansion; and

WHEREAS, as president and chief executive officer of TTL, Mr. McClure has been instrumental to the growth and development of the company's vision by expanding into Tennessee and Georgia, appealing to clients, and recruiting the best and brightest employees; and

WHEREAS, a strong advocate for education, Mr. McClure has served on the advisory board for The University of Alabama's Department of Civil, Construction, and Environmental Engineering, supported the adopt-a-school program in his community, and spearheaded an accelerated reading program at a local elementary school; and

WHEREAS, a devoted family man and dedicated Christian, he and his wife, Anita, have 5 children, and he is an active member of First United Methodist Church in Tuscaloosa; and

WHEREAS, through this endowment, the donor wishes to support academic excellence within the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of TTL, Inc., and establishes The H. Dean McClure Endowed Scholarship in the College of Engineering as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to James C. Bambarger, chairman of the board emeritus of TTL, Inc.

Accepting gift and commitment of the late Stanley D. Metzger, expressing appreciation and establishing The Stanley D. and Mavis Metzger Scholarship at UA

RESOLUTION

WHEREAS, Stanley D. Metzger, deceased, formerly of San Diego, California, committed \$500,000 through The Stanley D. Metzger Trust to The Board of Trustees of The University of Alabama to promote academic excellence in the School of Law at The University of Alabama; and

WHEREAS, the University has received partial distributions totaling \$450,000 from The Stanley D. Metzger Trust; and

WHEREAS, Item 4, Section C, of the trust agreement of Stanley D. Metzger dated February 9, 2008, reads in part as follows:

“The Trustee shall distribute Five Hundred Thousand Dollars (\$500,000.00) to the UNIVERSITY OF ALABAMA SCHOOL OF LAW, Tuscaloosa, Alabama, to be used for scholarships or to otherwise benefit student services.”; and

WHEREAS, funds shall be used to create The Stanley D. and Mavis Metzger Scholarship, an annual scholarship, to be used at the discretion of the Dean of the Law School in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University; and

WHEREAS, born on July 10, 1916, Stanley D. Metzger taught at Georgetown University in Washington, D.C., for 24 years; and

WHEREAS, Mr. Metzger married the late Mavis Clark Metzger, a 1937 alumna of The University of Alabama; and

WHEREAS, together, the Metzgers supported higher education and promoted the advancement of minorities and other underrepresented groups in academia through scholarships; and

WHEREAS, Mr. Metzger died on March 3, 2008, and is missed by those who knew him;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the bequest of Stanley D. Metzger and any

further or additional distributions from the estate that may from time to time be made to the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to Harry C. Perry Jr., CPA, and Linda Heald, trustee of The Stanley D. Metzger Trust.

Accepting gift of the late Wilson Millsap, expressing appreciation and establishing the Robert M. and Isabel W. Millsap Endowed Scholarship at UA

RESOLUTION

WHEREAS, Isabel Wilson Millsap, deceased, formerly of Magnolia Springs, Alabama, committed \$100,000 through her last will and testament to The Board of Trustees of The University of Alabama to promote the education of students at The University of Alabama; and

WHEREAS, the University has received a distribution of \$100,000 from the Isabel W. Millsap estate; and

WHEREAS, Paragraph A, Article V, of the Last Will and Testament of Isabel W. Millsap reads in part as follows:

The personal representative shall distribute ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), in cash or in kind, to the University of Alabama at Tuscaloosa. This gift shall be used to fund a continuing scholarship for the benefit of needy students enrolled at or applying for admittance to the University of Alabama at Tuscaloosa. The administrators of this scholarship, to be designated the ROBERT M. AND ISABEL W. MILLSAP SCHOLARSHIP, shall award scholarship funds only to students who maintain a passing grade point average; and

WHEREAS, the gift of \$100,000 and any further or additional distributions that may from time to time be made to the University from the estate of Isabel W. Millsap shall be maintained by The University of Alabama as a permanent fund to be named the Robert M. and Isabel W. Millsap Endowed Scholarship for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students who demonstrate financial need, although not necessarily need as defined by federal

guidelines, and only those who maintain a passing grade point average shall be eligible for the award.

2. Recipients shall be determined by the standing scholarship committee of the University. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Provost and the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.
3. Persons desiring to contribute to the Robert M. and Isabel W. Millsap Endowed Scholarship fund shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, Isabel Curry Wilson Millsap, a 1939 alumna of The University of Alabama, was born July 1, 1918, in Bessemer, Alabama, to Mr. and Mrs. Guy Wilson; and

WHEREAS, she attended Gulf Park College, a junior college for women, in Gulfport, Mississippi, before transferring to The University of Alabama and obtained a bachelor's degree in art from the University; and

WHEREAS, heavily involved in student organizations, Mrs. Millsap was a member of Alpha Gamma Delta sorority, Omega, Guidon, and the Blackfriars; and

WHEREAS, she was the devoted wife to her husband of nearly 60 years, Robert Marbury Millsap, now deceased; the loving mother to their son, Michael Marbury Millsap, who also attended the University; and the doting grandmother to their two grandchildren and three great-grandchildren; and

WHEREAS, since her death on August 28, 2007, Mrs. Millsap has been greatly missed by her family and friends; and

WHEREAS, Robert Marbury Millsap was born June 16, 1915, in Evergreen, Alabama, to Dorothy McCreary Millsap and J. D. Millsap, the president of a wholesale grocery business; and

WHEREAS, Robert Millsap attended The University of Alabama, graduating with a bachelor of arts in political science in 1941, and, like his wife, was deeply involved on campus, belonging to Lambda Chi Alpha Fraternity, Druids, Greeks, Rho Alpha Tau, the Blackfriars, Army ROTC, and the Officers' Club; serving on the Spirit Committee, the Interfraternity Council, the YMCA Cabinet, and the Board of Publications; acting as

assistant business manager of the *Corolla* in 1939 and then as manager in 1940; and recognized as an honorary associate business manager of both *Rammer-Jammer* and the *Crimson-White*; and

WHEREAS, Mr. Millsap followed his father into the wholesale grocery business, retiring with Mrs. Millsap to Ono Island on the Gulf Coast and later to Magnolia Springs; and

WHEREAS, through this endowment, Isabel and Robert Millsap wished to promote the education of needy students at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the bequest of Isabel W. Millsap and establishes the Robert M. and Isabel W. Millsap Endowed Scholarship as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this board and that a copy be sent to J. Donaldson Foster, executor of Isabel Millsap's estate.

Accepting gift of John Durr Elmore, J.D., expressing appreciation and establishing the Adeliade and Raymond Ross Paty Endowed Scholarship at
UA

RESOLUTION

WHEREAS, John Durr Elmore, MD, of Birmingham, Alabama, has contributed \$50,000 to The Board of Trustees of The University of Alabama to honor the memory of his wife's parents, Adelaide and Raymond Ross Paty, and to promote the education of students in the College of Arts and Sciences at The University of Alabama; and

WHEREAS, Dr. Elmore desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named the Adelaide and Raymond Ross Paty Endowed Scholarship in the College of Arts and Sciences for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to full-time undergraduate students in the College of Arts and Sciences who demonstrate financial need, although not necessarily need as defined by federal guidelines. Preference may be given to students participating in the Blount Undergraduate Initiative.
2. Recipients shall be determined by the standing scholarship committee of the College of Arts and Sciences. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such University office designated by the President for coordination of such awards.
3. Persons or entities desiring to contribute to the Adelaide and Raymond Ross Paty Endowed Scholarship in the College of Arts and Sciences shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, former University of Alabama President, Raymond Ross Paty, was born November 4, 1896, in Bellbuckle, Tennessee, to Zula Matilda Muse Paty and Robert Morris Paty; and

WHEREAS, one of eight siblings, Dr. Paty had to fund his own college education and thus alternated years of work and study while he completed his degree; and

WHEREAS, he attended the University of Tennessee from 1914 to 1916 and returned to Bellbuckle to teach at Webb School in 1917, the school where he had received his primary education; and

WHEREAS, in 1918, he graduated from officers' training camp at Camp Pike, Arkansas, and was then stationed at Camp Knox, Kentucky, where he served as Second Lieutenant Brigadier Signal Officer in the 170th F. A. of the U. S. Army; and

WHEREAS, he resumed his studies at the University of Tennessee in 1919, returned to Webb School to teach from 1919 to 1920, and then enrolled in Emory University, completing his bachelor of arts in 1921; and

WHEREAS, an excellent student and involved in campus life, he was a member of Phi Beta Kappa, Omicron Delta Kappa, and Sigma Chi; and

WHEREAS, Dr. Paty married Adelaide Martha Pund on September 10, 1921, and they had three daughters, Martha Anne, Mary Pund, and Jane Muse; and

WHEREAS, encouraged by their minister, Dr. and Mrs. Paty helped establish the Cumberland Mountain School in the rural community of Crossville, Tennessee, where Mrs. Paty presided as the school's teacher and Dr. Paty as its principal from 1921 to 1929; and

WHEREAS, in 1927, Dr. Paty received a master of arts from Columbia University, and from 1929 to 1937 he was an associate professor of the Bible and religious education at Emory University, serving as dean of men from 1933 to 1937, then served as a director of fellowships for the Julius Rosenwald Fund from 1937 to 1938; and

WHEREAS, during this time, he was also the state director of the National Youth Administration in Georgia (1935-36); and

WHEREAS, in 1938, Dr. Paty received an honorary doctor of laws from Emory and that same year became President of Birmingham Southern College, receiving an honorary doctor of humane letters from the college; and

WHEREAS, after four years, he became The University of Alabama's President, serving from 1942 to 1946 and again receiving an honorary doctor of laws; and

WHEREAS, he reached the pinnacle of his career in education in 1947, when he was named Chancellor of the University System of Georgia; and

WHEREAS, in the remaining years, Dr. Paty was director of public relations for Rich's, Inc., and a board member of the Rich Foundation of Atlanta, and he served on the board of directors of the Tennessee Valley Authority until his death on August 7, 1957; and

WHEREAS, Dr. John Durr Elmore, husband to the Patys' daughter, Mary Pund Paty Bargeron Elmore, wishes to honor the memory of Dr. and Mrs. Paty through this scholarship; and

WHEREAS, Dr. Elmore's family association with Coca Cola has allowed him to make his current generous gift to the University; and

WHEREAS, through this endowment, Dr. Elmore also wishes to support academic excellence within the College of Arts and Sciences at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of John Durr Elmore and establishes the Adelaide and Raymond Ross Paty Endowed Scholarship in the College of Arts and Sciences as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Dr. and Mrs. John Durr Elmore.

Accepting gift of B. Martin Ray, expressing appreciation and establishing
The Sandra Hall Ray Endowed Scholarship at UA

RESOLUTION

WHEREAS, B. Martin Ray of Tuscaloosa, Alabama, has contributed \$20,000 to The Board of Trustees of The University of Alabama to honor his wife, Sandra Hall Ray, and to promote the education of students in the College of Education at The University of Alabama; and

WHEREAS, Mr. Ray desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Sandra Hall Ray Endowed Scholarship in the College of Education for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to full-time undergraduate students in the College of Education who have transferred to the University from an Alabama public community college and possess a 3.5 or higher grade point average on a 4.0 scale.
2. Recipients shall be determined by the standing scholarship committee of the College of Education. The committee may include the Dean of the College or his/her designee. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions or such

University office designated by the President for coordination of such awards.

3. Should the College of Education at The University of Alabama cease to exist, and if consistent with the policies of the Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Provost and with the approval of the President of the University.
4. Persons or entities desiring to contribute to The Sandra Hall Ray Endowed Scholarship shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, a well-known business and civic leader in West Alabama, Sandra Hall Ray has been a member of the Alabama State Board of Education since 1994 and serves as vice president, helping improve reading skills in schools, raising expectations for colleges of education, and reducing the number of students in K-12 classrooms; and

WHEREAS, a native of Tuscaloosa, Mrs. Ray graduated from The University of Alabama in 1967 with a bachelor of science in education; and

WHEREAS, an advocate of public education in Alabama, Mrs. Ray has served as a member of the Alabama State Textbook Committee, director of the Alabama Association of School Boards, and chairman of the Tuscaloosa County Board of Education; and

WHEREAS, on the collegiate level, Mrs. Ray has committed her time to the Shelton State Community College Foundation, The University of Alabama National Alumni Association, UA President's Community Advisory Council, and the Samford University Board of Overseers; and

WHEREAS, Mrs. Ray was named Outstanding Citizen Educator by Phi Delta Kappa, an international association for professional educators, and Small Business Person of 1991 by the Chamber of Commerce of West Alabama; and

WHEREAS, Mrs. Ray is president of Hall-Ray Realty Inc., which has proudly served West Alabama for over 15 years; and

WHEREAS, married to B. Martin Ray, Mrs. Ray has a blended family that includes four children and eight grandchildren; and

WHEREAS, through this endowment, the donor wishes to support academic excellence within the College of Education at The University of Alabama in perpetuity as a way of honoring his wife's dedicated service to education in the state of Alabama;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of B. Martin Ray and establishes The Sandra Hall Ray Endowed Scholarship in the College of Education as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to B. Martin and Sandra H. Ray.

Accepting gift and pledge, expressing appreciation and establishing The Saiia Construction LLC Endowed Scholarship Support Fund at UA

RESOLUTION

WHEREAS, Saiia Construction, LLC, of Birmingham, Alabama, has contributed \$20,000 toward a pledge of \$50,000 to The Board of Trustees of The University of Alabama to promote the education of students in the College of Engineering at The University of Alabama; and

WHEREAS, the donor desires that this gift be accepted and maintained by The University of Alabama as a permanent fund to be named The Saiia Construction, LLC Endowed Support Fund in the College of Engineering for the purposes and upon the conditions set out below by Mr. Frank Montgomery, executive vice president of Saiia Construction:

1. Endowment earnings shall be used to support the College of Engineering's construction engineering program. Uses for the earnings may include, but not be limited to, scholarships for students pursuing degrees in construction engineering, construction-related student organization activities, field trips and site visits, specialized computing and laboratory needs, and other program support.

2. Use of endowment earnings shall be determined by the Head of the Department of Civil, Construction, and Environmental Engineering in accordance with University policies and procedures adopted from time to time, subject to the approval of the Dean of the College of Engineering and the President of the University.
3. The recipients of any scholarships to be awarded from the endowment earnings shall be determined by the standing scholarship committee of the College of Engineering. Priority of consideration shall be given to students in the Department of Civil, Construction, and Environmental Engineering who are pursuing degrees in construction engineering. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.
4. Should the construction engineering program, the Department of Civil, Construction, and Environmental Engineering, or both cease to exist at The University of Alabama, and if consistent with the policies of The Board of Trustees, then the endowment earnings may be expended for needs that most closely relate to the donor's intent, as stated herein, at the discretion of the Dean of the College of Engineering and with the approval of the President of the University.
5. Persons or entities desiring to contribute to The Saiia Construction, LLC Endowed Support Fund shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, in 1946, Sam Saiia founded Saiia Construction to assist clients in solving construction problems by providing innovative, cost-effective solutions; and

WHEREAS, a veteran in the business of heavy construction, Saiia Construction has dedicated 62 years to the development of specialized work equipment and manpower resources; and

WHEREAS, Saiia Construction provides full-service site development and maintenance for industrial parks, power plants, office buildings, paper mills, and a number of other large projects; and

WHEREAS, through this endowment, Saiia Construction wishes to support scholarships and other program expenses in the College of Engineering at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts the generous contribution of Saiia Construction and establishes The Saiia Construction, LLC Endowed Support Fund in the College of Engineering as a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and any future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward support of scholarships and other program expenses under the policies and procedures of the University adopted from time to time to regulate and administer such funds.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Mr. Frank Montgomery.

Accepting gift of William T. Ventress, Jr., expressing appreciation and establishing The Ventress Family Endowed Professorship at UA

(See page 1671)

Accepting gift and commitment of Dr. and Mrs. Robert P. Bauman, expressing appreciation, and establishing the Robert and Edith Bauman Endowed Scholarship in Physics at UAB

RESOLUTION

WHEREAS, Dr. and Mrs. Robert P. Bauman have generously committed funds in the amount of \$200,000 to the School of Natural Sciences and Mathematics at The University of Alabama at Birmingham (UAB) for the purpose of establishing an endowed scholarship in the Department of Physics; and

WHEREAS, funds totaling \$100,000 have now been received, and it is the desire of the donor that these funds be used to establish an endowed scholarship to provide invaluable financial assistance to deserving students in the Department of Physics to help

offset the costs of their education and enable them to put their financial concerns aside while concentrating fully on their academic pursuits; and

WHEREAS, it is most fitting that this endowment be named the Robert and Edith Bauman Endowed Scholarship in Physics to pay tribute to Dr. and Mrs. Bauman and their exemplary generosity, support, and service to UAB and especially the Department of Physics; and

WHEREAS, Robert Poe Bauman was born on May 8, 1928, in Jackson, Michigan, to Chester Ernest Bauman and Mabel Victoria Poe Bauman, and at a young age he displayed an interest in music, sports, and especially science and the way things work; and

WHEREAS, an exceptionally bright student, Dr. Bauman graduated from New Trier High School in Winnetka, Illinois, in 1945 in only three years, during which time he served as a laboratory assistant and began to cultivate his interest in chemistry and physics; and

WHEREAS, at the time of his high school graduation, Dr. Bauman received a competitive grant which helped jumpstart his undergraduate research at Purdue University, where he enrolled in 1945 with a full-tuition scholarship; and

WHEREAS, Dr. Bauman graduated from Purdue University with a B.S. in Chemistry and Physics in 1949 and subsequently pursued his graduate work in Physical Chemistry, completing his M.S. in 1951; and

WHEREAS, while a student at Purdue, Dr. Bauman was a member of the Cross Country Team and participated in a number of school musicals, and during one such musical, he was paired with a young freshman named Edith Gerkin; and

WHEREAS, from East Chicago, Ms. Gerkin was pursuing the Liberal Science curriculum at Purdue, and she was a member of the Purdue Musical Organizations and University Choir; and

WHEREAS, the couple quickly fell in love and married in 1949 and thereafter continued their studies at Purdue—Mrs. Bauman as an undergraduate and Dr. Bauman as a graduate student and teaching assistant in the Department of Chemistry; and

WHEREAS, after finishing their studies at Purdue, Dr. and Mrs. Bauman moved to Pittsburgh, Pennsylvania, where Dr. Bauman took a position as a Research Assistant at the Mellon Institute for Industrial Research (now Carnegie Mellon University) and began his doctoral work in Physics at the University of Pittsburgh, and while in Pittsburgh, the couple welcomed their first child, Katherine, in 1952; and

WHEREAS, after earning his Ph.D. in 1954, Dr. Bauman moved with his family, which now included a new son, David, to New York, where he served as an Instructor, Assistant Professor, and Associate Professor in the Department of Chemistry at the Polytechnic Institute of Brooklyn (now the Polytechnic Institute of New York University) from 1954 to 1967; and

WHEREAS, while in Brooklyn, Dr. Bauman published his first textbook, *Absorption Spectroscopy*, and also contributed to several other academic works, and he and Mrs. Bauman welcomed two more children, Jeffrey and Alice, into their family; and

WHEREAS, in 1964, the Bauman family served as a host family for a young student, Alfreda Donnan of Natchez, Mississippi, through the Southern Negro Student Project, who stayed with the family for two years while attending Bethpage High School, and she later graduated from Millsaps College, joined the Medical Technology Program at UAB, graduated from Northwestern University Dental School, and today practices dentistry in the Chicago area; and

WHEREAS, in 1967, after serving as a member of the technical staff at Bell Telephone Laboratories and desiring to further his academic career, Dr. Bauman was enticed to visit UAB, where he was offered, and accepted, the position of Professor and Chairman of the Department of Physics in the School of Natural Sciences and Mathematics; and

WHEREAS, for the next 25 years until he was named Professor Emeritus following his retirement in 1992, Dr. Bauman made immeasurable contributions to the growth and development of the Department, hiring key faculty and establishing a graduate and doctoral program in Physics, which today attracts many bright students from across the nation; and

WHEREAS, while at UAB, Dr. Bauman served on various faculty committees, including as head of the committee in charge of facilities for the then University College, including the design of the Chemistry-Physics-Earth Science building, and Director of the Project on Teaching and Learning in University College; and

WHEREAS, in 1980, Dr. Bauman served as a Visiting Scientist Fellow at the Joint Institute for Laboratory Astrophysics at the University of Colorado while on sabbatical from UAB; and

WHEREAS, highly regarded by his peers throughout the nation, Dr. Bauman served as Chairman, Section Representative, and President of the American Association of Physics Teachers as well as President and a member of the Board of Managers of the Coblenz Society and a member of the Governing Board of the American Institute of

Physics, and he has advanced the profession through service in a number of leadership capacities at the local, state, and national level; and

WHEREAS, for his outstanding achievement in science during residence in Alabama, Dr. Bauman was the inaugural recipient of the Gardner Award, which the Alabama Academy of Science bestowed on him in 1984; and

WHEREAS, Dr. Bauman has written more than a hundred papers, reviews, and textbooks, including four commercially published textbooks with translations into Portuguese and Japanese and additional textbooks employed in classrooms and/or awaiting publication, including titles such as *Absorption Spectroscopy*, *Equilibrium Thermodynamics*, *A First Course in Physical Science*, *Introductory Physics for Teachers of Physics*, and *The Tiger and the Physicist* (topics that textbook writers usually omit or get wrong); and

WHEREAS, Dr. Bauman is also the author of a play, *Through the Eye of the Needle: A play in one act*, and he and Mrs. Bauman compiled a collection of poems for their grandchildren entitled, *Poems for Our Grandchildren*; and

WHEREAS, active in the Birmingham community, Dr. Bauman served on the Board of the Sloss Furnace Association; Birmingham Science Center; Discovery 2000 Science Center/McWane Center; and the Red Mountain Museum Society, for which he served as President and Chairman; and

WHEREAS, Dr. and Mrs. Bauman were members of the Birmingham Civic Chorus (later known as the Birmingham Concert Chorale), singing with the group for 18 years, and Dr. Bauman also served the organization as President and Chairman; and

WHEREAS, in addition, Dr. and Mrs. Bauman have been strong supporters of the Alabama Symphony Orchestra (ASO) and were among the first group that helped preserve the music library and other facilities when the ASO experienced financial difficulties; and

WHEREAS, Dr. and Mrs. Bauman were also active with the Town and Gown Theatre, starring in numerous local productions with UAB students, as well as the Birmingham Ballet, Opera Birmingham, and other arts endeavors, and they are proud UAB Basketball and UAB Football season ticket holders; and

WHEREAS, today, Dr. and Mrs. Bauman enjoy traveling and spending time with family, remaining immensely proud of their children and grandchildren, who undoubtedly have been inspired by their commitment to philanthropy and giving back to one's community; and

WHEREAS, the University remains most grateful to Dr. and Mrs. Bauman for their visionary belief in the importance of growing and advancing the Department of Physics in order to train future generations of physicists to serve communities throughout Alabama and around the world; and

WHEREAS, the Department is also most appreciative of Dr. Bauman's many contributions and tireless support of its efforts to provide outstanding physics education and research opportunities and especially appreciates his wholehearted partnership in this cause and exemplary service, leadership, and lifelong commitment to the Department; and

WHEREAS, the ongoing contributions of this endowment to the training and education of the deserving students who benefit from it may be expected to be of significant and enduring value to those students' lives and to the lives of those they influence in their careers and, therefore, to the University and the community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude this generous gift from Dr. and Mrs. Robert Bauman and herewith approves establishment of the Robert and Edith Bauman Endowed Scholarship in Physics, a pure endowment of The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. and Mrs. Bauman to share with members of their family; to Dr. David L. Shealy, Chair of the Department of Physics; to Dr. Lowell E. Wenger, Dean of the School of Natural Sciences and Mathematics; and to other appropriate officials of The University of Alabama at Birmingham.

Accepting gift of UAB Liver Center as an addition, expressing appreciation, and establishing the Rosie M. Butler Endowed Support Fund for Viral Hepatitis Quasi Endowment at UAB

RESOLUTION

WHEREAS, on February 2, 2007, The Board of Trustees of The University of Alabama established the Rosie M. Butler Endowed Support Fund for Viral Hepatitis Quasi Endowment at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is now the desire of the administration of the UAB Liver Center to add funds of \$50,000 from proceeds from the UAB Liver Center Dinner for the purpose of enhancing this quasi endowment.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby acknowledges and accepts additions of \$50,000 to the Rosie M. Butler Endowed Support Fund for Viral Hepatitis Quasi Endowment, a quasi endowed fund of the University.

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

Accepting gift of Dr. John Terry Carlson, expressing appreciation and establishing the Dr. Norman and Jean Carlson Endowed Scholarship at UAB

RESOLUTION

WHEREAS, Dr. John Terry Carlson has generously given funds totaling \$25,000 to The University of Alabama at Birmingham (UAB) to establish an endowed scholarship in the School of Dentistry; and

WHEREAS, it is the donor's desire that these funds be used to provide financial assistance to deserving dental students so as to enable them to put their financial concerns aside while concentrating fully on their academic pursuits; and

WHEREAS, it is most fitting that this endowment be named the Dr. Norman and Jean Carlson Endowed Scholarship to pay tribute to Mrs. Jean Carlson and Dr. Norman Carlson and the role they played in instilling in their son, Dr. John Terry Carlson, the importance of giving back to the community and using one's time, talents, and treasures to improve the lives of others; and

WHEREAS, Dr. George Norman Carlson was born on March 18, 1931, to John Dewey Carlson and Willie Lou Moye Carlson in Bogalusa, Louisiana; and

WHEREAS, the oldest of four children, Dr. Carlson was an active youth who was involved with the Boy Scouts of America; the local Presbyterian Church in Union, Mississippi, where his family moved in 1941; and numerous other school activities; and

WHEREAS, Dr. Carlson served as president of the Union High School student body his senior year and following his graduation in 1949, moved with his family to Northport, Alabama, just outside of Tuscaloosa; and

WHEREAS, Dr. Carlson subsequently enrolled at The University of Alabama, where he participated in the U.S. Army Reserve Officers' Training Corps (ROTC)

Program, worked part time at the U.S. Bureau of Mines, and was an active member of the Northport First Methodist Church; and

WHEREAS, in the summer of 1953, Dr. Carlson graduated from The University of Alabama with a Bachelor of Science in Chemistry and received a commission as a 2nd Lieutenant in the U.S. Army Chemical Corps, and that summer he also married Miss Martha Jean Terry, a member of Northport First Methodist Church who lived across the street from the Carlson family; and

WHEREAS, to fulfill his two-year active duty military obligation, Dr. Carlson was stationed at Fort McClellan and assigned to the staff of the U.S. Army Chemical Corps School as an instructor, and during this time he and Mrs. Carlson lived in Jacksonville, Alabama, and welcomed their first child, John Terry Carlson, in 1954; and

WHEREAS, a year later, the family moved to Birmingham, Alabama, and Dr. Carlson enrolled in the University of Alabama School of Dentistry, graduating in 1959 with a Doctor of Dental Medicine degree; and

WHEREAS, following his graduation, Dr. Carlson returned with his family, which now included a daughter, Sara Jean Carlson, back to Northport, where he established his dental practice and became the first dentist to have a permanent dental practice in Northport, and he served the community faithfully as a dental practitioner as he continues to do today; and

WHEREAS, in 2009, Dr. Carlson plans to complete 50 years of dental practice, and he has been an active member of the Sixth District Dental Society, the Alabama Dental Association (ALDA), the American Dental Association, and the Academy of General Dentistry, and

WHEREAS, Dr. Carlson was recognized by ALDA with the Most Excellent Fellow Award in 1999, and he served as President of the School of Dentistry Alumni Association in 1980, for which the University remains most grateful; and

WHEREAS, active in the community, Dr. Carlson served as President of the Northport Quarterback Club and Northport Lions Club, which awarded him the Lion of the Year Award, and he also served for many years on the Board of the Black Warrior Council of the Boy Scouts of America and was a founding director of Citizens Bank of Northport; and

WHEREAS, Dr. Carlson was also a member of the Northport Chamber of Commerce and was named the Northport Citizen of the Year in 1982, and he served as a member of the committee that helped combine the Northport Chamber of Commerce and

the Tuscaloosa Chamber of Commerce to form the Chamber of Commerce of West Alabama, for which he served as Vice-Chairman; and

WHEREAS, Martha Jean Terry Carlson was born on July 8, 1929, in Tuscaloosa, and she and her family were active members of Northport First Methodist Church; and

WHEREAS, Mrs. Carlson graduated from Tuscaloosa County High School in 1947, where she played clarinet in the band, and subsequently attended Huntingdon College in Montgomery for two years before transferring to The University of Alabama, where she received her Bachelor of Arts in Sociology in 1951 and was later employed with the Tuscaloosa County Department of Pensions and Securities as a Case Worker; and

WHEREAS, following Mrs. Carlson's marriage to Dr. Carlson and their eventual move to Birmingham so Dr. Carlson could enroll in the School of Dentistry, Mrs. Carlson returned to work with the Department of Pensions and Securities as a Case Worker, this time in Jefferson County; and

WHEREAS, after the birth of their daughter, Sara Jean Carlson, Mrs. Carlson became a homemaker, and she was also active in the Northport community once the family returned to Northport where Dr. Carlson established his dental practice; and

WHEREAS, Mrs. Carlson served on the Northport Park Board, was active in parent teacher associations for her children's schools, served as Secretary of the Northport Chamber of Commerce, and is a member of the Suburban Women's Club, serving as a poll worker for county, state, and national elections; and

WHEREAS, in 2002, the Chamber of Commerce of West Alabama named Mrs. Carlson the Northport Citizen of the Year, an award she and Dr. Carlson are the only couple to have each received, and they were both also honored in 2008 by induction into the Northport Heritage Honor Roll, a community program honoring outstanding Northport citizens of the 20th Century; and

WHEREAS, Dr. and Mrs. Carlson are charter members of St. Mark Methodist Church and have each held a number of leadership positions within the congregation for many decades; and

WHEREAS, Dr. and Mrs. Carlson are especially proud of their family, including their son, Dr. John Terry Carlson, and his wife, Emelyn Mims Carlson, and their children—John Terry Carlson, Jr., and his wife DeLaune' Dugas Carlson, Christopher Norman Carlson, and Marianne Mims Carlson; and their daughter, Sara Jean Carlson Cooke, a special education teacher with the Tuscaloosa County Board of Education, and

her husband, Gary Douglas Cooke, and their children—Ana Carlson Cooke Wood and her husband Brian Kenneth Wood and Andrew Douglas Cooke; and

WHEREAS, following in the footsteps of his father, Dr. John Terry Carlson also pursued a dental education, graduating as an OKU Dental Honorary from the University of Alabama School of Dentistry in 1982 and with Phi Beta Kappa honors from the University of Alabama School of Medicine in 1985, and he also completed a residency in Oral and Maxillofacial Surgery at the School of Dentistry; and

WHEREAS, an oral surgeon, Dr. John Terry Carlson practices dentistry at University Oral and Facial Surgery, P.C., where he serves the Tuscaloosa community through the provision of outstanding dental care and is an active member of the Sixth District Dental Society and the American Association of Oral and Maxillofacial Surgeons and an advisor on the State of Alabama Anesthesia Certification Committee; and

WHEREAS, a longtime supporter of the School of Dentistry, Dr. Carlson serves on the School of Dentistry Leadership Council, providing guidance to the Dean on matters regarding the growth and development of the School of Dentistry and also helping to increase financial support for the School so as to further its influence and outreach and advance its mission of training future generations of dentists to serve communities in Alabama; and

WHEREAS, Dr. Carlson's son, John Terry Carlson, Jr., is a member of the School of Dentistry Class of 2010 and plans to continue in the tradition of his father and grandfather upon his graduation and practice dentistry; and

WHEREAS, recognizing the key role his parents played in the shaping of his values and character, Dr. Carlson now desires to establish this endowment in their names to pay tribute to their exemplary lives and service to their family and community and to provide invaluable support to students in the School of Dentistry, a cause very dear to the Carlson family; and

WHEREAS, the ongoing contributions of the Dr. Norman and Jean Carlson Endowed Scholarship to the training and education of the deserving dental students who benefit from it may be expected to be of significant and enduring value to those students' lives and to the lives of those they impact in their careers as dentists and, therefore, to the University and the community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude this generous gift from Dr. John Terry Carlson and herewith approves establishment of the Dr. Norman and Jean Carlson Endowed Scholarship, a pure endowment of The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. John Terry Carlson to share with his parents and members of his family; to Dr. Huw F. Thomas, Dean of the School of Dentistry; and to other appropriate officials of The University of Alabama at Birmingham.

Accepting gifts of Administration of the Division of Student Affairs at UAB as an addition to the Cheer Dance Quasi Endowment Scholarship Fund at UAB, and expressing appreciation

RESOLUTION

WHEREAS, on February 7, 2003, The Board of Trustees of The University of Alabama established the Cheer Dance Quasi Endowment Scholarship Fund in the Office of Student Life within the Division of Student Affairs at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is now the desire of the administration of the Division of Student Affairs to add funds of \$10,000 in unrestricted revenues supporting the UAB Cheerleaders, Mascots, and UAB Golden Girls for the purpose of enhancing this quasi endowment; and

WHEREAS, it is also the desire of the administration to reinvest earnings in the amount of \$3,000;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby acknowledges and accepts additions of \$10,000 and reinvested earnings of \$3,000 to the Cheer Dance Quasi Endowment Scholarship Fund, a quasi endowed fund of the University.

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

Accepting gifts of Pfizer Inc. and the Department of Biostatistics at UAB, expressing appreciation, and establishing the William "Student" Sealy Gosset Endowed Professorship in Biostatistics in the School of Public Health at UAB and Related Quasi Endowment

(See Page 985)

Accepting gift of Drs. Bobbie J. and Warren T. Jones, expressing appreciation, and establishing the Warren and Bobbie Jones Endowed Award for Excellence at UAB

RESOLUTION

WHEREAS, Drs. Bobbie J. and Warren T. Jones, together with a number of their friends and colleagues, have generously given gifts totaling \$11,161 to establish an endowed award in the Department of Computer and Information Sciences in the School of Natural Sciences and Mathematics at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is the desire of the donors that this endowment be established to provide financial assistance to deserving students in the Department of Computer and Information Sciences to reward and encourage the pursuit of academic excellence, help offset the costs of their education, and enable them to put their financial concerns aside while concentrating fully on their academic pursuits; and

WHEREAS, it is most fitting that this endowment be named the Warren and Bobbie Jones Endowed Award for Excellence to pay tribute to Drs. Bobbie J. and Warren T. Jones and their exemplary generosity, service, and support of the Department of Computer and Information Sciences and UAB and their commitment to education and academic excellence; and

WHEREAS, Dr. Warren T. Jones, a longtime faculty member and former Chairman of the UAB Department of Computer and Information Sciences, earned his bachelor's in Electrical Engineering from the Georgia Institute of Technology in 1965, a master's in Mathematics from Georgia State University in 1970, a master's in Information and Computer Science from Georgia Institute of Technology in 1971, and a doctorate in Information and Computer Science from Georgia Institute of Technology in 1973; and

WHEREAS, Dr. Jones came to UAB in 1979 as Professor and Chairman of the Department of Computer and Information Sciences, a position he held until 2003 when he was named Professor Emeritus; and

WHEREAS, at UAB, Dr. Jones held a number of adjunct positions in various units across campus, serving as Adjunct Professor of Electrical and Computer Engineering, Adjunct Professor of Health Informatics, and Adjunct Professor of Medicine, and today he serves the University as Director of the Computer Science Continuing Education program; and

WHEREAS, as a faculty member, Dr. Jones advised Dr. Stephen Brossette, a UAB doctoral student with whom Dr. Jones and a team of others developed new technology that could mine data within the health-care industry and monitor infection outbreaks at a hospital or within a community; and

WHEREAS, after the research team patented the technology, Brossette formed MedMined, Inc., a start-up company that was developed through UAB's business incubator, the Office for the Advancement of Developing Industries, now Innovation Depot, resulting thus far in nearly \$4 million in income to support the University's academic mission; and

WHEREAS, based in Birmingham, MedMined ranked No. 1 in the *Birmingham Business Journal's* 2005 FastTrack25 Emerging Companies category and later sold to Cardinal Health while retaining operations in Birmingham, boosting the local biotechnology industry and serving as a testament to the caliber of research taking place at the University; and

WHEREAS, prior to his time at UAB, Dr. Jones was on faculty at the Speed Scientific School of Engineering at the University of Louisville, where he directed the Engineering Computing Laboratory, served as Interim Chairman of the Department of Applied Mathematics and Computer Science, and administered a number of grants for the National Science Foundation and various Kentucky agencies; and

WHEREAS, prior to his career in academia, Dr. Jones worked in industry as an Associate Engineer, Engineer, and Senior Engineer with Lockheed-Georgia Company, and he also conducted research and development in artificial intelligence applications for BellSouth Services; and

WHEREAS, Dr. Jones' professional service includes membership on Duke University's Scientific Advisory Committee and the International Society for Computational Biology Working Group for Education in Bioinformatics and numerous leadership positions with the Association for Computing Machinery Symposium on Applied Computing, in addition to many others; and

WHEREAS, equally committed to the local community, Dr. Jones has served on the Technical Advisory Board for Birmingham City Schools and the UAB Task Force on Computing; and

WHEREAS, Dr. Jones also served as a fellow of the Japan Society for the Promotion of Science, and he is a member of several professional associations, including the Association for Computing Machinery and IEEE Computer Society, and also is a Registered Professional Engineer in the state of Kentucky; and

WHEREAS, Dr. Jones is a recipient of numerous honors, including membership in Eta Kappa Nu Electrical and Computer Engineering Honor Society and the 2003 Association for Computing Machinery Symposium on Applied Computing Bioinformatics Service Award; and

WHEREAS, Dr. Jones is married Dr. Bobbie J. Jones, President of Bobbie Jones and Associates; and

WHEREAS, Dr. Jones received her bachelor's degree from Brenau University in 1964, her master's in Education from Emory University in 1967, and a doctorate in Educational Administration from the University of Louisville in 1976; and

WHEREAS, Dr. Jones began her career in education as an English Teacher for DeKalb City Schools and Marietta City Schools in Atlanta and Marietta, Georgia, respectively; and

WHEREAS, Dr. Jones also served as an Educational Television Media Specialist for the Georgia Department of Education for six years; and

WHEREAS, while pursuing her doctorate, Dr. Jones worked as a Research Assistant in the departments of Educational Administration and Psychology at the University of Louisville, and she later served as a Research Associate at the University of Louisville's System Science Institute; and

WHEREAS, after moving to Birmingham, Dr. Jones, like her husband, was highly involved with UAB, serving as an Educational Consultant for the Office of Educational Development in the School of Medicine; and

WHEREAS, for more than 20 years, Dr. Jones was an independent contractor for UAB Special Studies, the University's former continuing education program designed to educate, enrich, and serve the community and support the outreach mission of the University; and

WHEREAS, from 2003 to 2006, Dr. Jones taught Computer Science for Metro College at Samford University, continuing her longtime commitment to the provision of educational initiatives for professionals and other nontraditional students within the community; and

WHEREAS, together with her husband and other colleagues, Dr. Jones co-authored *Computer Literacy*, and she also contributed to other book, journal, and conference publications, some also in collaboration with her husband; and

WHEREAS, Drs. Jones are the proud parents of a son, Warren T. Jones, Jr., a doctoral student in Marine Biology in the UAB Department of Biology, who is married to Dr. Rebecca W. Jones, a chief resident in the UAB Department of Psychiatry and Behavioral Neurobiology; and

WHEREAS, in their free time, Drs. Jones enjoy traveling and spending time with their family, and Dr. Warren Jones also enjoys freelance writing; and

WHEREAS, it is now the desire of Drs. Jones to continue their exemplary commitment to education through the establishment of this endowment, which will inspire academic excellence and open new windows of opportunity for UAB students, providing them a chance to make an impact with their lives and become valuable agents for positive change in the community; and

WHEREAS, the ongoing contributions of this endowment to the training and education of the deserving students who benefit from it may be expected to be of significant and enduring value to those students' lives and to the lives of those they influence in their careers and, therefore, to the University and the community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts and herewith approves establishment of the Warren and Bobbie Jones Endowed Award for Excellence, a pure endowed support fund of The University of Alabama at Birmingham.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Drs. Bobbie and Warren Jones to share with their family; to Dr. Anthony Skjellum, Chair of the Department of Computer and Information Sciences; to Dr. Lowell E. Wenger, Dean of the School of Natural Sciences and Mathematics; and to other appropriate officials of The University of Alabama at Birmingham.

Accepting gifts of colleagues and friends of Dr. Mary G. Nash, expressing appreciation and establishing the Mary G. Nash Endowed Nursing Scholarship at UAB

RESOLUTION

WHEREAS, colleagues and friends of Dr. Mary G. Nash have generously given gifts totaling \$24,825 to the School of Nursing at The University of Alabama at Birmingham (UAB); and

WHEREAS, it is the desire of the donors that these funds be used to establish an endowed scholarship to pay tribute to Dr. Nash and her service to the School of Nursing, University Hospital, and UAB; and

WHEREAS, it is now the desire of the Dean of the School of Nursing to reinvest a portion of the spendable earnings from this endowment totaling \$175 to help build the endowment corpus to the level required to establish an endowed scholarship; and

WHEREAS, it is the intention of Dr. Nash's colleagues and friends that this endowment provide invaluable financial assistance to deserving students in the School of Nursing to help offset the costs of their education and enable them to put their financial concerns aside while concentrating fully on their academic pursuits; and

WHEREAS, there is a profound need for well-trained nurses in the state of Alabama, and the ongoing contributions of this endowment to the training and education of the nursing students who benefit from it may be expected to help fill this need and secure the availability of quality health care for all residents of the state; and

WHEREAS, the Mary G. Nash Endowed Nursing Scholarship will undoubtedly have a positive influence on the lives and careers of the students who benefit from it, as well as on the health and well-being of the future patients under their care and, therefore, on the University and community.

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby accepts with gratitude these generous gifts from colleagues and friends of Dr. Mary G. Nash and herewith approves establishment of the Mary G. Nash Endowed Nursing Scholarship, a pure endowment of The University of Alabama at Birmingham with an associated quasi endowment of \$175.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies or any parts of it be sent to Dr. Doreen C. Harper, Dean of the School of Nursing; and to other appropriate officials of The University of Alabama at Birmingham.

Approving revision to the Samuel Howard Memorial Endowed Scholarship Fund at UA

RESOLUTION

WHEREAS, the Samuel Howard Memorial Endowed Scholarship Fund was established by action of The Board of Trustees of The University of Alabama on March

24, 1988, through a duly adopted resolution utilizing gifts contributed by Jim and Marian Loftin of Dothan, Alabama; and

WHEREAS, Mrs. Loftin requests that The Board of Trustees of The University of Alabama revise the resolution to include scholarship eligibility for inmates taking high school-level coursework through the University; and

WHEREAS, President Robert E. Witt of The University of Alabama approves of this amendment and recommends that it be accepted by The Board of Trustees of The University of Alabama; and

WHEREAS, as a result of this revision, clause two of the resolution shall read as follows:

WHEREAS, the \$10,000 gift and any future gifts to this fund shall be endowed in perpetuity as the Samuel Howard Memorial Endowed Scholarship Fund and the annual interest earnings therefrom used to award scholarships to underprivileged, incarcerated persons participating in independent study programs sponsored by The University of Alabama, including independent study programs at the high school level;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of the Samuel Howard Memorial Endowed Scholarship Fund, a restricted endowed fund.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Marian Loftin.

Approving change in name and revisions to The Capstone International Center Endowed Scholarship to The Tuscaloosa Sister Cities Commission—JVC America—Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship at UA

RESOLUTION

WHEREAS, The Capstone International Center Endowed Scholarship was established by action of The Board of Trustees of The University of Alabama on September 15, 2006, through a duly adopted resolution utilizing gifts contributed by the Tuscaloosa Sister Cities Commission, Japan Victor Corporation (JVC), and Mercedes-Benz U.S. International; and

WHEREAS, on behalf of the donors, Lisa Keyes, Executive Director of the Tuscaloosa Sister Cities Commission, requests that The Board of Trustees of The University of Alabama change the name of the fund to The Tuscaloosa Sister Cities Commission–JVC America–Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship; and

WHEREAS, President Robert E. Witt of The University of Alabama approves of this name change and recommends that it be accepted by the Board of Trustees of The University of Alabama; and

WHEREAS, as a result of this revision, the resolution shall read as follows:

WHEREAS, the Tuscaloosa Sister Cities Commission, JVC America, and Mercedes-Benz U.S. International have contributed gifts to The Board of Trustees of The University of Alabama to promote the international education of full-time students at The University of Alabama; and

WHEREAS, these gifts have been placed in The Tuscaloosa Sister Cities Commission–JVC America–Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship fund and shall be maintained for the purposes and upon the conditions set out below:

1. The purpose of The Tuscaloosa Sister Cities Commission–JVC America–Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship is to foster international understanding and global perspectives among young future leaders of Tuscaloosa, Germany, and Japan.
2. First priority of consideration shall be given to sophomores, juniors, and seniors enrolled full-time at The University of Alabama. Recipients must be selected from one of the following four categories: University of Alabama students enrolled to study in Germany, University of Alabama students enrolled to study in Japan, residents of Germany enrolled to study at The University of Alabama in Tuscaloosa, or residents of Japan enrolled to study at The University of Alabama in Tuscaloosa.
3. Second priority of consideration shall be given to graduate students who fall into one of the four categories listed above in condition 2.
4. Recipients shall be determined by the standing scholarship committee of The University of Alabama. The committee may include one representative each from the Tuscaloosa Sister Cities Commission, JVC

America, Mercedes-Benz U.S. International, and the University's Capstone International Programs. Decisions of the committee shall be made in accordance with University policies and procedures adopted from time to time, subject to the approval of the Provost and the President of the University, and coordinated with the Office of Undergraduate Admissions, the Office of the Graduate School, or such University office designated by the President for coordination of such awards.

5. Each scholarship shall be for one year and shall only be received once by each recipient during his/her enrollment at The University of Alabama. It is the donors' intent that endowment earnings eventually support equal awards to the four categories of students listed above in condition 2 and that each award be no less than \$1,000.
6. Persons or entities desiring to contribute to The Tuscaloosa Sister Cities Commission–JVC America–Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship at The University of Alabama shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, the commitment of the Tuscaloosa Sister Cities Commission, JVC America, and Mercedes-Benz U.S. International to this endowment demonstrates their admirable dedication to promoting global understanding and cooperation in our future leaders; and

WHEREAS, through this endowment, the donors wish to support international education and academic excellence at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby adopts the conditions described herein for future governance of The Tuscaloosa Sister Cities Commission–JVC America–Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship, a restricted endowed fund.

BE IT FURTHER RESOLVED that the initial gift and all past and future contributions to this fund shall constitute an endowed corpus, which will be held, invested, maintained, and administered by the University in perpetuity according to its policies and procedures adopted from time to time for endowed funds, and the endowment earnings shall be used toward one or more scholarships under the policies and procedures of the University adopted from time to time to regulate and administer such awards.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that copies be sent to JVC America, Mercedes-Benz U.S. International, the Tuscaloosa Sister Cities Commission, Capstone International's Japan Program, and the Associate Provost for International Academic Programs and Global Outreach at The University of Alabama.

Chairman St. John thanked Trustee Hurst for her report.

Chairman St. John said the Administrative Action Items are listed on the Agenda and are normally acted upon as a group, separately and severally. He said everyone would have an opportunity to speak to any of these items.

He went on to say one Administrative Action Item on the Agenda is the result of the ad hoc Committee appointed by President pro tem Espy to review and revise the Board Rules. He recognized the members of that Committee -- Trustees Leonard, Urquhart, Ritch, and Bryant -- for their investment of long hours and effort in reviewing and modernizing the Board Rules and bringing them into compliance with current operations. The changes have been thoroughly reviewed and explained in earlier meetings. They are included in this material and it is part of what we are about to adopt.

After discussion, and on motion of Trustee Cooper, seconded by Trustee Brooks, the Board adopted the following resolutions, separately and severally:

(Exhibit F)

Information Items:

Resolution recognizing the generous contribution of Ronald and Cynthia Gray and the establishment of The Mr. and Mrs. Ronald Gray Family Endowed Scholarship in Intercollegiate Athletics through the Crimson Tide Foundation

RESOLUTION

WHEREAS, Ronald and Cynthia Gray of Huntsville, Alabama, have contributed \$25,000 toward a pledge of \$100,000 to the board of the Crimson Tide Foundation of The University of Alabama to establish a scholarship in Intercollegiate Athletics for the purpose of promoting the education of full-time students participating in an athletics program at The University of Alabama; and

WHEREAS, Mr. and Mrs. Gray desire that this gift be accepted and maintained by the Crimson Tide Foundation as a permanent fund to be named The Mr. and Mrs. Ronald W. Gray Family Endowed Scholarship in Intercollegiate Athletics for the purposes and upon the conditions set out below:

1. Priority of consideration shall be given to students who are participating in Intercollegiate Athletics, and satisfy National Collegiate Athletic Association (NCAA), Southeastern Conference (SEC), and University admission requirements for progress toward graduation.
2. Recipients shall be determined by the standing scholarship committee of Intercollegiate Athletics. The committee shall include the Director of Intercollegiate Athletics or his/her designee, as well as members of the Intercollegiate Athletics staff appointed by the Director. Decisions of the committee shall be made in accordance with University, NCAA, and SEC policies and procedures adopted from time to time.
3. The Director of Intercollegiate Athletics shall ensure that the scholarship is administered in accordance with the rules, regulations, and laws established by the NCAA, SEC, Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder, and any other laws, rules, or regulations that may be established by any governing body or authority to which the University is legally subject or subscribes. Any recipient of the scholarship shall be chosen in accordance with the procedures developed in compliance with Title IX of the Education Amendments of 1972 and the regulations promulgated thereunder.
4. Persons or entities desiring to contribute to The Mr. and Mrs. Ronald W. Gray Family Endowed Scholarship in Intercollegiate Athletics shall be free to do so provided they accept the conditions governing this fund; and

WHEREAS, born on October 18, 1958, in Mobile, Alabama, Ronald W. Gray graduated from Grissom High School in Huntsville, Alabama, in 1977; and

WHEREAS, a 1981 alumnus of The University of Alabama, Mr. Gray received a bachelor of science in mechanical engineering and was a member of Theta Chi fraternity; and

WHEREAS, in 2007, Mr. Gray was recognized as an engineering fellow by the University's College of Engineering; and

WHEREAS, as president and founder of Gray Research, Incorporated, one of Huntsville's strongest providers of engineering and management services, Mr. Gray managed his company to steady, consistent growth and recognition as one of the 500 fastest growing small businesses in America in 2004; and

WHEREAS, an active community supporter, Mr. Gray has served on the board of directors for a number of organizations and businesses including the Huntsville Chamber of Commerce, Alabama Aerospace Industry Association, Army Space and Missile Defense Association, First American Bank, and Von Braun Center for Science Innovation; and

WHEREAS, a dedicated husband and loving father, Mr. Gray married his high school sweetheart, Cynthia "Cindy" Cason Gray, and together they had two children, Jennifer Gray Elwell and Charlie Gray; and

WHEREAS, in 1982, Mrs. Gray graduated from The University of Alabama with a with a bachelor of science in computer science, and she currently serves as senior vice president of Gray Research; and

WHEREAS, Mrs. Gray is also involved in her community through her service on a number of local civic boards; and

WHEREAS, a Presidential scholar and magna cum laude graduate of The University of Alabama, Jennifer Gray Elwell received her bachelor of science in computer science and married Jason Elwell, a 2007 University alumnus; and

WHEREAS, while at the Capstone, Mrs. Elwell was a member of Alpha Chi Omega sorority, XXXI, ODK, and was recognized as an Outstanding Senior; and

WHEREAS, Mrs. Elwell currently serves as a software developer for Insuresoft, Incorporated, and Mr. Elwell serves as an aerospace engineer for Jacobs Engineering; and

WHEREAS, Charlie Gray, a recipient of the Alumni Honors Scholarship, is enrolled in the University's Culverhouse College of Commerce and Business

Administration with a major in international management, has been included on the President's List for six consecutive semesters, and was inducted into Jasons in 2008; and

WHEREAS, he serves as chaplain of Alpha Tau Omega fraternity; and

WHEREAS, through this endowment, Mr. and Mrs. Gray wish to support academic excellence at The University of Alabama in perpetuity;

NOW, THEREFORE, BE IT RESOLVED that The Board of Trustees of The University of Alabama recognizes this generous contribution of Ronald and Cynthia Gray and the establishment of The Mr. and Mrs. Ronald Gray Family Endowed Scholarship in Intercollegiate Athletics through the Crimson Tide Foundation.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of this Board and that a copy be sent to Ronald and Cynthia Gray.

Chairman St. John recognized Trustee Joseph Espy for a report from the Nominating Committee. Trustee Espy said there are two places on the Executive Committee that this Board normally fills at the recommendation of the pro tem. The pro tem has recommended Trustees Bryant and Espy.

After discussion, and on motion of Trustee Espy, seconded by Trustee McMahon, the Board elected Trustees Bryant and Espy as members of the Executive Committee.

Chairman St. John recognized Dr. Joseph Morton, an ex-officio member of this Board and State Superintendent of Education. Dr. Morton said he appreciated the opportunity to make very brief comments. He said he wanted to thank Chancellor Portera for his comments earlier but also wanted to thank him for what he did in the passage of Amendment One. He also thanked Presidents Garrison, Witt and Williams, all members of the Board of Trustees, and all members of the faculty and staff of the three institutions. Amendment One was a great victory for public education in Alabama on

November 4, be it kindergarten or medical school or anywhere in between. It was a good opportunity for all of us to join together to support something that benefits everyone equally.

It was a difficult day, a difficult vote, and a difficult environment. We were in a very uncertain time economically and it was a complex amendment to explain to the people. It was led by the University System and higher education as a whole. Everyone worked together to achieve a great victory for our State. Dr. Morton said he wanted to publicly acknowledge that effort.

Chairman St. John thanked Dr. Morton for his comments and recognized Trustee Espy. Trustee Espy said The University of Alabama Athletic Department is self-sustaining. He said he was not sure how many in America there are; the last publication said we were one of only six in America. That's pretty incredible. No state funds and no tax dollars go to the Athletic Department. In the toughest of times, they've made it; they have never asked for any money and we have never given them money. Today's commitment by Coach Moore is a class act and it continues to show what can happen when academics and athletics work together. Dr. Witt and Coach Moore have that down to perfection.

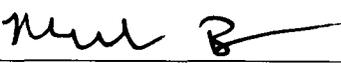
Chairman St. John said he neglected to thank the staff members who worked on the Board Rules changes. They did an incredible amount of work and it is greatly appreciated.

In conclusion, Chairman St. John said he and his fellow Board members are very appreciative of the things we ask of the Chancellor, the faculty, and every member of the

team of employees who we have on this University System. That said, many people may not realize that the Board of Trustees is comprised of volunteer public servants. The business that is done in this meeting is just a tip of the iceberg in comparison to the many hours of hard work that Trustees put in, devoting time away from their jobs to serve this System. He said he wanted to express his appreciation to all of them for the opportunity to work with them and what a great honor it is.

We have had great leadership from Presidents pro tem Espy and McMahon during the last two terms and Chairman St. John said he expects that progress to continue.

There being no further business to come before the Board, the meeting was recessed subject to call of the Chair.



Michael A. Bownes, Secretary

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

November 14, 2008 – 11:15 a.m.

Sellers Auditorium, Bryant Conference Center
The University of Alabama

REVISED AGENDA

- A. Roll Call
- B. Consideration of approval of minutes of September 19, 2008
- C. Reports
 - 1. Chancellor Malcolm Portera
 - 2. UA President Robert E. Witt
 - 3. UA Faculty Rep to Board Dr. Karen F. Steckol
 - 4. UA Student Rep to Board Mr. Cason M. Kirby
- Page 1 D. Administrative Report
- E. Finance Committee Report
- Page 52 1. Consideration of Resolution approving FY 2009-2010 Request for State Appropriations for The University of Alabama System
- Page 53 2. Consideration of Resolution approving proposed FY 2009-2010 Request for State Funds for Capital Improvements for The University of Alabama System
- 3. Administrative Action Items
- Page 54 a. Consideration of Resolution approving the establishment of a Petty Cash Fund for the STELLAR Project at UAB

F. Academic Affairs and Planning Committee Report

- Page 55 1. Consideration of Resolution granting final approval of the Bachelor of Science Degree in Neuroscience (C.I.P. Code 30.2401) at UAB
- page 56 2. Consideration of Resolution granting initial approval of and Submission to the Alabama Commission on Higher Education (ACHE) the Proposed Shared Bachelor of Arts (B.A.) Degree in African American Studies (CIP Code 05.0201) at UAB and UA
- page 57 3. Consideration of Resolution approving establishment of the William “Student” Sealy Gosset Endowed Professorship in Biostatistics in the School of Public Health at UAB
- page 61 4. Consideration of Resolution approving establishment of The Ventress Family Endowed Professorship at UA
5. Administrative Action Items
- Page 64 a. Consideration of Resolution granting approval of a Track in Biotechnology in the Master of Science Degree in Clinical Laboratory Science (M.S.C.L.S.) at UAB
- Page 65 b. Consideration of Resolution approving appointment of Mohammed A. Khaled, Ph.D., as Professor Emeritus in the Department of Nutrition Sciences at UAB
- Page 68 c. Consideration of Resolution approving appointment of Firoz G. Rahemtulla, Ph.D., as Professor Emeritus in the School of Dentistry at UAB
- Page 71 d. Consideration of Resolution approving appointment of Kevin D. Reilly as Professor Emeritus of Computer and Information Sciences in the School of Natural Sciences and Mathematics at UAB

- Page 73 e. Consideration of Resolution approving appointment of Kevin A. Roth, M.D., Ph.D., to the Robert and Ruth Anderson Endowed Chair in Pathology in the School of Medicine at UAB
- Page 75 f. Consideration of Resolution approving appointment of Percival Lionel Sadowsky, DMD, as Chair and Professor Emeritus in the School of Dentistry at UAB
- Page 78 g. Consideration of Resolution approving appointment of Robert Weech-Maldonado, Ph.D., to the L. R. Jordan Endowed Chair in Health Services Administration at UAB
- Page 82 h. Consideration of Resolution approving appointment of Norman W. Weissman, Ph.D., as Professor Emeritus in the Department of Health Services Administration at UAB
- Page 85 i. Consideration of Resolution approving appointment of Wilson Wright, Jr., D.M.D., as Professor Emeritus in the School of Dentistry at UAB

6. Information Items

- See Academic Affairs and Planning Committee Mail Out a. Discontinuation of the Doctor of Science in Physical Therapy (D.Sc.P.T.) Degree at UAB
- See Academic Affairs and Planning Committee Mail Out b. Report on the Second Annual University of Alabama System State-wide Diversity Conference
- See Academic Affairs and Planning Committee c. The University of Alabama System's Response to the ACHE State Plan for Higher Education Mail Out 2003/04-2008/09

G. Physical Properties Committee Report

- 1. UA Items
 - a. Construction Item

Page 87 1) Consideration of Resolution approving revised Budget, ratifying and approving the Award of Contract for Package One, and authorizing execution of Construction Contract for Package Three for Lloyd Hall Renovation at UA (Stage IV)

Page 90 2) Consideration of Resolution authorizing execution of Architect Agreement and approving preliminary Project Budget for Bryant-Denny Stadium South End Zone Expansion at UA (Stage III)

b. Real Estate Items

Page 92 1) Consideration of Resolution authorizing execution of Surface Mining Coal Lease with Haley Brothers Coal, Inc., by UA

Page 130 2) Consideration of Resolution authorizing execution of Amendment to Coal Lease with Jim Walter Resources, Inc., by UA

Page 150 3) Consideration of Resolution authorizing execution of Amended and Restated Lease Agreement with The Bluff at Waterworks Landing for UA

2. UAB Items

a. Construction Items

Page 188 1) Consideration of Resolution authorizing negotiation of terms of an Owner/Architect Agreement, amending UAB Master Plan to include this project, approving final Project Budget, and authorizing execution of Construction Contracts for the Trade Packages for a new Fast Pitch Softball

Page 192

- Facility – Phase 1, UAB Athletic Department, at UAB (Stages II, III and IV)
- 2) Consideration of Resolution authorizing negotiation of terms of an Owner/Architect Agreement and approving preliminary Project Budget for Renovation for Laboratories and Support Space, Department of Pharmacology – Comprehensive Cancer Center, First and Second Floors -- Volker Hall Research Tower, at UAB (Stage II)

Page 194
WITHDRAWN

- b. Real Estate Item
 - 1) Consideration of Resolution authorizing purchase of Medical Center Inn, 800 11st Street, South, Birmingham, by UAB

See Physical Properties
Committee Mail Out

- c) Information Item
 - 1) UAB District Steam System Update

3. UABHS Items

a. Construction Item

Page 196

- 1) Consideration of Resolution approving preliminary Construction Budget and total Project Budget for Fitout of Research Laboratories, Department of Radiation Oncology, Radiation Oncology Replacement Facility (ROF), Redevelopment of Block 176, at UAB (Stage II)

b. Equipment Items

Page 198

- 1) Consideration of Resolution approving acquisition of the Philips Medical Neonatal Physiological Monitoring for the Regional Newborn Intensive Care Unit (RNICU) and Continuing Care Nursery (CCN), Redevelopment of

- Page 200
- Block 176, University of Alabama Hospital, at UAB
- 2) Consideration of Resolution approving acquisition of the Philips Large Bore Computed Tomography Simulator for the Department of Radiation Oncology, Redevelopment of Block 176, University of Alabama Hospital, at UAB
4. UAH Items
- a. Construction Items
- Page 202
- 1) Consideration of Resolution authorizing execution of Construction Contract and approving final revised Budget for Renovation of Wilson Hall at UAHuntsville (Stage IV)
- Page 205
- 2) Consideration of Resolution approving preliminary Budget for Construction of a New Residence Hall at UAHuntsville (Stage I)
- H. Investment Committee Report
- Page 206
1. Consideration of Resolution approving a revised Target Equity Exposure for Reserve Funds for UA, UAB, University Hospital, and UAH
- Page 207
2. Consideration of Resolution authorizing execution of a Short Term Line of Credit with Regions Bank for UAS
- Page 208
3. Consideration of Resolution rescinding approval of Investments for the Pooled Endowment Fund
- I. Audit Committee Report
- J. Honorary Degrees and Recognition Committee Report
- K. Administrative Action Items
1. Consideration of Resolutions Accepting Gifts

	<u>Name</u>	<u>Gift By</u>	<u>Amount</u>
Page 209 a.	The Gary C. April Endowed Scholarship at UA	Members of the Chemical and Biological Engineering Advisory Board	\$20,348.05
Page 212 b.	The Boozer-Ray Family Endowed Scholarship at UA	JoAnn Boozer Ray and Sam T. Ray	\$20,058.81
Page 216 c.	The Brasfield & Gorrie Endowed Support Fund at UA	Brasfield & Gorrie LLC	\$20,000 toward a pledge of \$100,000
Page 219 d.	The Mr. and Mrs. George R. Cason Jr. Endowed Scholarship at UA	Ronald and Cynthia Gray	\$25,000 toward a pledge of \$100,000
Page 221 e.	the Mary Paty Barger Elmore Endowed Scholarship at UA	John Durr Elmore	\$50,000
Page 224 f.	the Anna Catherine Cook Fowler Endowed Scholarship at UA	Hubert Rivers Fowler	\$20,000
Page 227 g.	The Mr. and Mrs. Clifford S. Gray Endowed Scholarship at UA	Ronald and Cynthia Gray	\$25,000 toward a pledge of \$100,000
Page 229 h.	The Christine S. Hollingsworth and Robert A. Hollingsworth Jr. Endowed Scholarship at UA	Mr. and Mrs. Robert A. Hollingsworth	\$20,000
Page 231 i.	The Bill G. and Virginia L. Hughey	Pamela Hughey Parker	\$20,955.17

	Endowed Scholarship at UA		
Page 233	j. the William Cary Hulsey Endowed Support Fund for Teaching Excellence at UA	William Cary Hulsey	\$750,219.90 toward a pledge of \$1,000,000
	and		
	The William Cary Hulsey Endowed Scholarship at UA		
Page 238	k. The Mr. and Mrs. William Russell Jacks Sr. Endowed Scholarship at UA	Nancy J. Brock	\$25,000
Page 241	l. The Walter B. Jones- Minerals, Oil, and Gas Endowed Research Support Fund at UA	Anonymous Donor	\$20,000
Page 244	m. The McAbee Construction Inc. Endowed Scholarship at UA	McAbee Construction Inc.	\$30,000 toward a pledge of \$50,000
Page 246	n. The H. Dean McClure Endowed Scholarship at UA	TTL, Inc.	\$25,000
Page 249	o. The Stanley D. and Mavis Metzger Scholarship at UA	Stanley D. Metzger, deceased	\$450,000 of commitment of \$500,000
Page 251	p. the Robert M. and Isabel W. Millsap Endowed Scholarship at UA	Isabel Wilson Millsap, deceased	\$100,000
Page 254	q. the Adelaide and Raymond Ross Paty	John Durr Elmore, J.D.	\$50,000

		Endowed Scholarship at UA		
Page 257	r.	The Sandra Hall Ray Endowed Scholarship at UA	B. Martin Ray	\$20,000
Page 260	s.	The Saiia Construction LLC Endowed Support Fund at UA	Saiia Construction, LLC	\$20,000 toward a pledge of \$50,000
Page 61	t.	The Ventress Family Endowed Professorship at UA	William T. Ventress, Jr.	\$106,777.44
Page 263	u.	the Robert and Edith Bauman Endowed Scholarship in Physics at UAB	Dr. and Mrs. Robert P. of \$200,000 commitment	\$100,000
Page 268	v.	Addition to the Rosie M. Butler Endowed Support Fund for Viral Hepatitis Quasi Endowment at UAB	UAB Liver Center	\$50,000
Page 269	w.	the Dr. Norman and Jean Carlson Endowed Scholarship at UAB	Dr. John Terry Carlson	\$25,000
Page 274	x.	Addition to the Cheer Dance Quasi Endow- ment Scholarship Fund at UAB	Administration of the Division of Student Affairs at UAB	\$10,000
Page 57	y.	the William "Student" Sealy Gosset Endowed Professorship in Biostatistics in the School of Public Health at UAB	Pfizer, Inc.	\$50,000

and

	Related Quasi Endowment	Department of Biostatistics at UAB	\$450,000
Page 275	z. the Warren and Bobbie Jones Endowed Award for Excellence at UAB	Drs. Bobbie J. and Warren T. Jones	\$11,161
Page 278	aa. the Mary G. Nash Endowed Nursing Scholarship at UAB	Colleagues and friends of Dr. Mary G. Nash	\$24,825
Page 279	2.	Consideration of Resolution approving revision to the Samuel Howard Memorial Endowed Scholarship Fund at UA	
Page 280	3.	Consideration of Resolution approving change in name and revisions to The Capstone International Center Endowed Scholarship to The Tuscaloosa Sister Cities Commission--JVC America--Mercedes-Benz U.S. International Capstone International Center Endowed Scholarship at UA	
Page 283	4.	Consideration of Resolution approving changes to the Bylaws and Board Rules, as recommended by the Task Force on Committees: Bylaws: Table of Contents Article IV Organization Section 2. Academic Affairs and Planning Committee Section 3. Finance Committee Section 5. Investment Committee Section 9. Compensation Committee	

AMEND BYLAWS

ARTICLE IV, SECTION 9.
COMPENSATION COMMITTEE

The Bylaws of The Board of Trustees of The University of Alabama state that, “new bylaws may be adopted and exiting bylaws may be amended or repealed at any meeting of the Board, but no such action shall be taken until notice of the substance of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the substance of the proposed change shall have been served upon each member of the Board at least thirty (30) days in advance of the final vote upon such change, provided, however, that, by unanimous consent of the entire membership of the Board, the requirements for such notice may be waived.”

Section 11. Information Technology
Committee (Delete)
Section 11. Legal Affairs Committee
Section 12. Nominating Committee

Board Rules: Table of Contents
Board Rule 103. Executive Committee
Board Rule 202. Non-resident Tuition Policy
Board Rule 203. Student Discipline
Board Rule 301. Tenure
Board Rule 302. Compensation Policy
Board Rule 401. Finance Committee Operations
Board Rule 404. Investment Policy and Guidelines
Board Rule 418. Information Technology Committee
Operations
Board Rule 501. Responsibilities of the Academic
Affairs and Planning Committee
Board Rule 502. Establishing New Programs
Board Rule 504. Review of Existing Degree
Programs
Board Rule 505. Changes in Academic Program
Status
Board Rule 506. Cooperative, Joint, and Shared
Degree Programs
Board Rule 507. Academic Program Planning

Board Rule 508. Establishment of Academic Chairs,
Professorships, and Endowed
Lectureships and the Designation of
Holders of Academic Chairs and
Professorships

5. Information Item

- a. Resolution recognizing the generous contribution of Ronald and Cynthia Gray and the establishment of The Mr. and Mrs. Ronald Gray Family Endowed Scholarship in Intercollegiate Athletics through the Crimson Tide Foundation

L. Report of Nominating Committee

- 1. Election of Executive Committee



ADMINISTRATIVE REPORT

PREPARED FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

**A DIGEST OF CURRENT INFORMATION
FROM THE CAMPUSES OF
THE UNIVERSITY OF ALABAMA SYSTEM**

**NOVEMBER 14, 2008
TUSCALOOSA, ALABAMA**

TABLE OF CONTENTS

STUDENT/FACULTY ACHIEVEMENTS	1
ADVANCES IN RESEARCH	12
NEWS ABOUT DEVELOPMENT	23
CONFERENCES/SYMPOSIA/PROGRAMS	28
CAMPUS HIGHLIGHTS	37
RETIREMENTS/DEATHS	47

STUDENT/FACULTY ACHIEVEMENTS
**WILSON NAMED 2008-09
PAUL W. BRYANT PROFESSOR OF
EDUCATION AT UA**

Dr. Elizabeth Wilson, co-department chair for curriculum and instruction at UA, has been named the 2008-09 Paul W. Bryant Endowed Professor in the UA College of Education. A member of the UA faculty since 1994, Wilson's honors and research awards include the Ross Palmer Service to Students Award, which she received in 2006 from UA's College of Education. Her research awards include Best Paper Recipient for "From Preservice to Inservice Teaching: A Study of Technology Integration," and "Social Studies Methods Course at the University of Alabama – Historical Field Trip" featured in the Gallery of Exemplary Practices in *Contemporary Issues in Technology and Teacher Education*.

**UA ENGINEERING PROFESSOR NAMED
FELLOW BY AMERICAN SOCIETY OF
CIVIL ENGINEERS**

The American Society of Civil Engineers recently honored Dr. Ken Fridley, professor and department head of civil, construction and environmental engineering at UA, with election to the grade of fellow. Fewer than 6 percent of ASCE members achieve fellow grade. Fridley was recognized because of his outstanding leadership and his demonstration for engineering work of major importance. Specifically, he was recognized for his leadership, innovation and efforts in civil engineering education reform, as well as his dedication to students.

**AWARD-WINNING GLASSBLOWER
BRINGS TOGETHER CREATIVITY AND
SCIENCE AT UA**

Richard Smith, manager of UA's Glassblowing Facility has been recognized nationally by the American Scientific Glassblowers Society as 2008 recipient of their highest honor, the J. Allen Alexander Award. Smith, past president of the ASGS, has been repairing and making glassware at UA for 18 years. Smith works closely with researchers to design glassware that fits their research needs, allowing them to conduct many experiments that would be impossible if they had to order glassware from a catalog. Smith also teaches an Interim Term glassblowing course, providing an opportunity for students to learn the craft.

**THREE UA STUDENTS PART OF
WHEELCHAIR BASKETBALL TEAM
WHO TOOK GOLD MEDAL IN BEIJING**

With the help of three students from UA, the U.S. Women's Wheelchair Basketball Team won the gold medal in the 2008 Paralympic Games in Beijing. Three members of the UA Women's Wheelchair Basketball Team who participated on the winning team are Alana Nichols, Mary Allison Milford and Stephanie Wheeler. Nichols, a recent UA graduate with a master's degree in kinesiology, is from Farmington, N.M. Milford, a senior majoring in public relations and Spanish, is from Magnolia, AR. Wheeler, who serves as both the assistant coach and player on the UA team, is a doctoral student in adapted sport pedagogy from Norlina, N.C.

UA MUSIC STUDENTS TOOK TOP AWARDS AT INTERNATIONAL FALCONE COMPETITION

Talented students under the direction of Demondrae Thurman, assistant professor of euphonium and tuba in the UA School of Music, recently received prestigious national awards for performance. Students Derek Fenstermacher and Matthew Mireles won their divisions at the 2008 International Falcone Tuba and Euphonium Competition – the most prestigious annual competition for the instruments in the world – at the Blue Lake Fine Arts Camp in Michigan. This is the first time in the 23-year history of the competition that the first place artists in tuba and in euphonium have come from the same university. These awards are similar to an “all-international” honors. Fenstermacher is a 2008 graduate of UA with a bachelor of music degree in tuba performance. Mireles is currently pursuing a master’s degree in euphonium performance.

UA ENGINEERING STUDENT RECEIVED DINGWALL ASIAN ANCESTRY GRANT

Ynhi Thai, a senior in UA’s chemical engineering program, received a prestigious and highly competitive William Orr Dingwall Foundation Asian Ancestry Grant. Thai, who is from Long Beach, MS, has been awarded approximately \$18,000 for her undergraduate studies and research project. The Dingwall Foundation Grant, awarded to 15 students nationally each year, is given in addition to existing awards the student may already receive. The Asian Ancestry Grant is awarded to undergraduate students pursuing a degree at any college or university. Eligible students must be at least 50

percent Asian ancestry. Thai was born in Vietnam and moved to the United States when she was four years old.

UA PROFESSOR WON KEY AWARD IN GERONTOLOGY FROM APA

Dr. Forrest Scogin, an expert in mental health and aging and professor of clinical psychology at UA, won the M. Powell Lawton Distinguished Contribution Award for Applied Gerontology from the American Psychological Association. The award recognizes “those whose contributions have improved the quality of life of older persons,” according to the award’s website. Scogin’s recent research has involved assessing treatment interventions into the lives of elderly persons who may be suffering from depression, anxiety and memory loss and the efficacy of self-administered and home-delivered treatments for older persons. He has been on the UA faculty for more than 20 years and has helped to establish one of the few clinical geropsychology concentrations in the United States.

UA ADJUNCT PROFESSOR ELECTED PRESIDENT OF ASSOCIATION OF AMERICAN STATE GEOLOGISTS

Dr. Berry H. (Nick) Tew, Jr., Alabama’s State Geologist, an adjunct professor of geological sciences at UA and the director of the Geological Survey of Alabama, has begun a one-year term as president of the Association of American State Geologists. The AASG represents the state geologists of the 50 United States and Puerto Rico. Tew is an expert in Alabama geology, petroleum geology, and public policy in natural sciences and natural resources.

He has a long history of representing the state of Alabama in geological matters, having served in numerous leadership roles in national and state geological organizations since the 1980s.

**PAPER CO-AUTHORED BY UA'S
SCHLESINGER AWARDED
BEST ARTICLE**

Dr. Harris Schlesinger, professor of finance and Frank Park Samford, Chair of Insurance at UA, received an award from the Decision Analysis Society of the Institute for Operations Research and Management Science, known as INFORMS, for the best decision analysis article or book published in 2006. The paper, "Putting Risk in Its Proper Place," is co-authored with Louis Eeckhoudt, a professor at the Catholic University of Mons in Belgium, and appeared in the *American Economic Review* in March 2006. Schlesinger and Eeckhoudt's book, *Economic and Financial Decisions under Risk*, also co-authored by Professor Christian Gollier of the University of Toulouse and published by the Princeton University Press, won the 2007 Kulp-Wright Book Award.

**TWO UA STUDENTS AWARDED
PRESTIGIOUS INSURANCE INDUSTRY
SCHOLARSHIPS**

UA students Aldrich Callins of Birmingham and Kate McCulloch of Woodstock, GA, have been awarded the Derek Hughes/ National Association of Professional Surplus Lines Offices, Ltd. Educational Foundation scholarships. Callins has attended college in the United Kingdom, Japan, Botswana and Australia. He also received a NAPSLO scholarship this past summer, which

provided training in a surplus lines agency and company. McCulloch is a director of the Alabama Insurance Society, where she has exercised leadership responsibilities for the past two years. To qualify for the scholarship, students must be enrolled in an undergraduate or postgraduate degree program, majoring in actuarial science, business, economics, finance, insurance, management, risk management or statistics. Majors must be related to a career in insurance.

**UAB'S JOSH CARTER RECEIVES
AWARD FOR EXCELLENCE**

Josh Carter, program director for the UAB Office for Study Away, received the International Award of Excellence from the NAFSA Association of International Educators for Region VII.

The award was presented to Carter during the NAFSA Region VII conference Oct. 26-29 in Columbia, S.C. The prize is given to the individual who exhibits outstanding leadership, locally or regionally, in international education exchange.

Carter has been director of the UAB Office of Study Away since 2003. He is the 2010 chair-elect of the Alabama Association of International Educators and past president of the Alabama Council for International Programs.

Carter earned his bachelor's degree in Spanish and his master's degree in Spanish literature in 1999 and in 2001 respectively from the University of Oklahoma.

UAB SCHOOL OF BUSINESS GRADUATE EARNS HIGHEST SCORE ON STATE CPA EXAM

Aaron Singleton, a 2004 UAB accounting and information systems graduate, earned the highest score in the state on the Alabama Certified Public Accountant (CPA) exam.

Singleton is featured recently in the Alabama Society of CPA newsletter, The Alabama CPA, for earning the highest score. UAB graduates have earned the highest CPA exam scores in Alabama for nine of the last 11 years, said Frank Messina, chairman of the UAB Department of Accounting and Information Systems.

Singleton, 28, of Muscle Shoals, is the son of Rebecca and Tommie Singleton. He is currently a senior associate with PricewaterhouseCoopers. While at UAB, Singleton was named Undergraduate Management Information Systems Student of the Year.

UAB PROFESSOR WINS 2008 EARLY CAREER RESEARCH AWARD

UAB Associate Professor Gitendra Uswatte, Ph.D., received the 2008 Mitchell Rosenthal Early Career Research Award from the American Psychological Association (APA), Rehabilitation Psychology, Division 22.

The award is presented to individuals who have made the most significant contributions to the science of rehabilitation psychology during the first 10 years since earning their doctoral degree. Uswatte received the award at the APA convention in Boston in August.

Uswatte also has been selected to serve as a member-at-large on the APA Division 22 executive board. His term ends in 2010.

Uswatte is an associate professor in the UAB Department of Psychology. His research interests include the application of behavioral principles to the rehabilitation of movement after a neurological injury and human psychological strengths such as hope, kindness and gratitude. His research has been funded by the U.S. Department of Veterans Affairs, the National Institutes of Health and the American Heart Association.

Uswatte earned his doctoral degree in clinical medical psychology from UAB in 2001.

UAB PROFESSOR'S FILM SHOWN AT LIBRARY OF CONGRESS

A film directed and produced by UAB communication studies Professor Jean Bodon, Ph.D., will be screened at the Library of Congress October 22. The award-winning film, *Howling With the Angels*, tells the story of Jan Bodon, Bodon's father, who was a captain in the Czech Army during World War II. The elder Bodon was recruited to join the Nazis, but fled instead and joined the resistance movement. He later was selected to help in the assassination of Reinhard Heydrich, the notorious "Butcher of Prague."

The documentary, which was produced in 2006, explores the truth about Bodon's father's wartime experiences and his family's Jewish lineage. The film will be shown in Czech with English subtitles. *Howling With the Angels* is a winner of the Chicago International Film Festival's Hugo Award.

Bodon, who teaches television production, cinema and broadcasting in the UAB Department of Communication Studies, will attend the October 22

screening and answer audience questions.

Bodon is a feature film director and producer and a director of documentaries and television commercials. His works have been shown on HBO, Showtime, Cinemax, the Movie Channel, E!, TLC, Pay-Per-View and many other cable systems and networks throughout the world. His work also includes a book on Charlie Chaplin and *Cinema: An Introduction*, prefaced by film director Robert Wise.

Bodon is a member of the Directors Guild of America and the Société des Réalisateurs de Films. In addition to filmmaking awards, in 2000 he was presented with the UAB President's Excellence in Teaching Award.

UAB'S SHERI SPAIN LONG NAMED EDITOR OF HISPANIA

UAB Associate Professor Sheri Spaine Long, Ph.D., has been named editor of *Hispania*, the official journal of the American Association of Teachers of Spanish and Portuguese (AATSP).

Hispania is a comprehensive publication of literary, linguistic and pedagogical scholarship related to the Hispanic and Luso-Brazilian world.

Long's appointment was approved at the AATSP business meeting on July 8 in Costa Rica. The appointment will become effective January 1, 2010.

Long, who is chairwoman of the UAB Department of Foreign Languages and Literatures, teaches Spanish and Spanish culture and literature. She has been an active member of the AATSP since 1981. She is a frequent presenter at the association's annual conference and a contributor to *Hispania*.

In 2006, Long was named editor of the *Foreign Language Annals*, the journal of the American Council on the Teaching of Foreign Languages (ACTFL).

UAB RESIDENT WINS 2008 HOLT YOUNG PHYSICIAN LEADERSHIP AWARD

Douglas L. Constant, M.D., an anesthesiology resident at UAB, has been named a 2008 Holt Young Physician Leadership Award winner by the Southern Medical Association.

The Holt Young Physician Leadership Award is awarded to a senior or chief resident who shows the promise of a future career of outstanding leadership in healthcare. This award not only recognizes the astute learner, but also the qualities of compassion, servant hood, honesty and perseverance, as exhibited by true leaders.

Constant is the UAB Department of Anesthesiology's representative to the American Society of Anesthesiology; has been selected to the national Gold Humanism Honor Society for demonstrated clinical excellence, integrity and exemplary devotion to the service of others; and winner of the Ray J. Defalque Award for excellence in regional anesthesia.

Constant earned his medical degree at Tulane University School of Medicine, where he was awarded the Gold Scalpel Award in recognition of superior performance as a student in surgery for outstanding traits and qualifications leading to an academic career in surgery.

While a midshipman at the United States Naval Academy, he was named freshman class president and while a senior, was one of six students

selected by Academy Administration to be responsible for coordinating all aspects of daily activity for the Academy's 4,500 students.

During seven years in the U.S. Navy, Constant was recognized six times for exemplary service in execution of military duties and assignments in both peacetime and combat.

UAB'S ASHLEY DAVIS OF DOTHAN CROWNED MISS UAB 2009

Ashley Davis of Dothan was crowned Miss UAB 2009 and awarded \$1,800 in scholarships October 8 at the UAB scholarship pageant at the Alys Stephens Center.

Davis is a sophomore majoring in political science. She is the daughter of David and Dixie Davis.

Sophomore Emily Ann Latta of Dothan was named first runner-up and awarded \$750; graduate student Tyra Williams of Birmingham was named second runner-up and awarded \$650; junior Ashlee Quick of Chelsea was named third runner-up and awarded \$550; and sophomore Amanda Allen of Springville was named fourth runner-up and awarded \$350.

The Community Achievement Award, with a \$200 scholarship prize, was awarded to Emily Ann Latta. The Talent Award, also with a \$200 scholarship prize, was awarded to senior Stephanie Days of Kansas City, Mo.

Seventeen young women competed in five categories: interview, talent, eveningwear, swimsuit and onstage question. The pageant awarded a total of \$4,500 in scholarships.

CLAIRE PEEL NAMED UAB ASSOCIATE PROVOST

Claire Peel, Ph.D., PT, FAPTA, has been named UAB Associate Provost for Faculty Development and Faculty Affairs. She has been the interim associate provost since November 2006.

"When I asked Dr. Peel to take on this role as the interim associate provost, she immediately accepted the responsibilities and has provided our faculty with opportunities for their professional growth," said Eli Capilouto, DMD, ScD, MPH, UAB provost. "Dr. Peel brings a deep commitment to providing a user-friendly office to serving schools, departments and faculty. She has demonstrated this in many ways, including introducing the BLAZE leadership academy, continuing the success of the NSF-funded ADVANCE grant to better recruit and retain female faculty and developing new family-friendly faculty policies. I look forward to working with her as we continue to generate programs to enhance the careers of our faculty."

Peel joined UAB's department of physical therapy in the School of Health Professions in 1996. She has served as assistant dean for the school, as well as interim chair for the department of critical care within the school before being named associate dean for academic and student affairs for the school. She also has an appointment with the UAB Center for Aging.

Prior to coming to UAB, Peel was on the faculty at Creighton University in Omaha, NE, the University of Texas Medical Branch in Galveston, the University of Texas Southwestern Medical Center in Dallas and Texas Tech University Health Sciences Center in Lubbock.

Peel earned her bachelor of science degree in biology from Southwestern University in Georgetown, Texas. She then went to the University of Texas Medical Branch in Galveston to earn a certificate in physical therapy. She earned her Master of Science degree in physical therapy from the University of Southern California before earning her doctorate in physical education from the University of Iowa.

UAB'S JOHN KIRKLIN INDUCTED INTO ALABAMA MEN'S HALL OF FAME

John Kirklin, M.D., a pioneering heart surgeon who played a large role in the development of UAB into a major medical center, was inducted into the Alabama Men's Hall of Fame at ceremonies on September 16. The induction of Kirklin, along with Josiah Morris, a founder of the city of Birmingham, was held at a luncheon at The Club.

Kirklin revolutionized cardiovascular surgery through his development and refinement of the heart-bypass machine. In the 1950s, he modified the Gibbon heart-lung machine and performed the first open-heart operations carried out at the Mayo Clinic. He improved the original pumping and oxygenator system to the point that utilization of the machine is part of the everyday practice of cardiac surgery.

Kirklin joined the UAB faculty in 1966 as chair of the Department of Surgery and University Hospital surgeon in chief. He held these positions until 1982, during which he built one of the most prestigious cardiovascular surgical training programs in the world. He retired from surgery in 1989.

Kirklin's son, James Kirklin, M.D., a prominent surgeon at UAB, will deliver the keynote address.

The Alabama Men's Hall of Fame, housed in the Harwell G. Davis Library on the campus of Samford University, was created in 1987 by an act of the Alabama legislature. The Hall recognizes those men native to or identified most closely with the State of Alabama who have made significant contributions on a state, national or international scale within their professional fields of activity and concern.

UAB'S FERRIS RITCHEY RECEIVES 2008 INGALLS AWARD

UAB sociology Professor Ferris J. Ritchey, Ph.D., was named this year's recipient of the Ellen Gregg Ingalls/UAB National Alumni Society Award for Lifetime Achievement in Teaching. He was honored at the Alumni Leadership Recognition and Awards Luncheon September 25.

The award is presented annually to a full-time, regular UAB faculty member who has demonstrated an outstanding commitment to teaching throughout his or her career at UAB. To be eligible, faculty members must be past recipients of the President's Award for Excellence in Teaching and have served UAB for 20 or more years.

Ritchey is being recognized for his teaching and scholarship. He teaches courses on social statistics, medical sociology and data management and analysis. He is the author of several books, including his latest, *The Statistical Imagination: Elementary Statistics for the Social Sciences* (2008). He also has published numerous journal

articles and book chapters related to homelessness and medical malpractice.

He is a member of the Metropolitan Birmingham Services for the Homeless board of directors and the UAB School of Social and Behavioral Sciences Executive Committee.

Ritchey earned his bachelor's and master's degrees at the University of Alabama in 1971 and 1974 respectively. He earned his doctorate from the University of Texas at Austin in 1977. He has been a member of the UAB faculty since 1978.

UAB CHILDHOOD CANCER PHYSICIAN WINS LIFE INSPIRATION AWARD

Thomas H. Howard, M.D., a UAB childhood cancer doctor and leader in pediatric oncology and blood-cancer care, is the 2008 winner of the American Cancer Society Life Inspiration Award.

Howard is a professor of pediatric hematology and oncology. In his 22 years of service at UAB and at The Children's Hospital of Alabama, he has founded and led advanced care and survivorship programs now considered vital in the Southeast.

"I've always understood the impact of childhood cancer on people and families. It's often devastating, and that's why compassion is so important," Howard said.

Howard is director of the hematology section of the UAB Division of Pediatric Hematology and Oncology, and was division director from 1996 to early 2008.

He is credited with helping to establish UAB's experimental cancer therapeutics program for children, and with expanding the clinical offerings to include a more comprehensive psychosocial support system for patients

and caregivers. Also, Howard helped develop a pediatric bone marrow transplant program and a pediatric neuro-oncology program at UAB.

Through all these developments Howard said he remains proudest of the commitment among the pediatric hematology and oncology faculty and staff toward compassionate care for children and openness with their families.

UAHUNTSVILLE PRESIDENT NAMED TO NATIONAL PANEL OF SCIENTISTS FOR APPOINTMENT RECOMMENDATIONS

Dave Williams, president of UAH, will serve on a "blue-ribbon" panel of scientists to provide recommendations on science and technology appointments for the next presidential administration.

Dr. Williams was invited to serve on the panel from recommendations of colleagues for his experience, insight and reputation in the national scientific community, according to Duane Dimos, director of the Materials Science & Engineering Center at Sandia National Labs, and Government Affairs Committee Chair for the Materials Research Society.

A number of research organizations will be developing recommendations, but Williams said it is critical that materials scientists have input on the numerous key governmental leadership positions.

The first meeting of the group will be held in early October and draft recommendations following in mid-October. Those recommendations should be finalized in early November and submitted to the presidential transition team in mid to late November.

Williams said the group would seek candidates with technical competency, managerial and leadership skills as well as an understanding of government policy and process. "It won't be the intention of this panel to offer prescriptive candidates, but rather to put forward various names of well-qualified individuals that should be given consideration," he said.

UAH'S GUPTA TO LEAD HUNTSVILLE ASSOCIATION OF TECHNICAL SOCIETIES

Jatinder Gupta has been named president of the Huntsville Association of Technical (HATS) Societies for 2008-2009.

Dr. Gupta is currently the Eminent Scholar in Management at UAH and also serves as a Professor of Management Information Systems, Industrial and Systems Engineering and Engineering Management.

Gupta said he has assumed leadership to help the organization reinvent itself and hopes to provide new direction and vision.

"At one time, HATS played an important role in Huntsville and the engineering and technological developments in the area," he said. "However, during the past five or six years, it seems to have lost its direction and vision. Having a wide-ranging disciplinary background, I believe I can assist HATS in reinventing itself."

He said this process of reviewing HATS mission and vision is under way. "Following this process, we will undertake the strategic planning process which would result in specific programs to be undertaken," Gupta said. "However, we cannot ignore the day-to-day activities of HATS as we proceed to

develop new directions."

Gupta said the university could play a significant role in HATS. "We can use HATS as a mechanism to serve the engineering and technical community in Huntsville and the surrounding community," he said.

One example is that the university can provide an office for the organization. This would provide permanency for the group and visibility for the university. "At the same time, we could use our faculty and students in the technical areas to serve HATS and the community."

Dr. Gupta has been the Eminent Scholar in Management at UAH since 2002.

UAH PHOTOGRAPHER'S WORK FEATURED IN COLLEGE TEXTBOOK

An image by UAH Photographer Patricia Miklik Doyle is featured in a national textbook on photojournalism.

Ms. Doyle, who read an Associated Press account of a school closing, arranged to cover the last day of classes at Empire School in Walker County, Alabama. In the image, schoolmates try to touch hands as they leave their school for the last time.

Ms. Doyle took the photograph when she served as a staff photographer for *The Huntsville Times*. The image is used in *Photojournalism: The Professionals' Approach*. The author is Ken Kobre, professor of photojournalism at San Francisco State University.

UAH GRADUATE NAMED CHIEF SCIENTIST OF AIR FORCE

Werner J.A. Dahm, who earned a bachelor's degree in mechanical

engineering from UAH, has been named the chief scientist of the U.S. Air Force.

Dr. Dahm will be the principal science and technology advisor to the Secretary of the Air Force and the Chief of Staff of the Air Force. He will provide assessments to the Air Force leadership on a wide range of scientific and technical issues that affect the Air Force mission.

The Air Force has a total research and development budget of more than \$24 billion in FY2008, and an acquisition budget of nearly \$34 billion. It is composed of more than 330,000 active duty members, 143,000 civilian employees, and 193,000 reserves and air national guard.

Dr. Dahm earned his engineering degree from UAH in 1979. He received a master's degree from the University of Tennessee Space Institute and his doctoral degree from Caltech in 1985.

Dr. Dahm has 30 years experience in science and technology, including defense science. He is an author of more than 180 technical publications, and has given more than 220 technical presentations worldwide. Dr. Dahm is a Fellow of the American Physical Society (APS) and the American Institute of Aeronautics & Astronautics (AIAA).

UAH PROFESSOR IS RECIPIENT OF PRESTIGIOUS MAX KADE AWARD

Rolf J. Goebel, professor of German in the Department of Foreign Languages and Literatures at UAHuntsville, is the recipient of the 2007 Max Kade award for the essay "Gesamtkunstwerk Dresden: Official Urban Discourse and Durs Grünbein's Poetic Critique," *The German Quarterly* 80:4 [Fall 2007]: 492-510. The award

includes a cash prize and recognition at the American Association of Teachers of German annual meeting.

In the article, Goebel analyses how the Eastern German city of Dresden, upon the occasion of the reconstruction of its famous Church of Our Lady (Frauenkirche), employs the Romantic composer Richard Wagner's concept of the Gesamtkunstwerk (total work of art) to legitimate its desire for a redemptive recovery from traumatic historical legacies: World War II bombings and Germany's East-West division. By contrast, the work of the poet Durs Grünbein conceptualizes Dresden as an unreal spectacle and irreparably ruined work of art, where unredeemable traces of the past reject any nostalgic desires. Thus, the official city discourse and the individual poetic voice provide dramatically different images of urban history for Dresden's aspirations as a cultural metropolis in Eastern Germany and the New Europe.

Max Kade made a fortune in the pharmaceutical industry in the early 1900s, manufacturing and distributing "Pertussin," a cough medicine. The drug was prescribed for the contagious, respiratory disease, Pertussis better known as whooping cough. In 1944, Kade and his wife, Annette, established the Max Kade Foundation. The goal of the organization during the early post-war years was to help people in need and to save works of art and other objects of the German cultural heritage. Kade provided scholarships and post-doctoral fellowships. He also supported efforts to research and interpret the history and heritage of German immigration to the United States country.

Since 1982 Goebel has been teaching German language and culture at UAHuntsville. His areas of research are

German modernism and contemporary culture and media. In addition to numerous articles and conference papers, he has published three books: *Kritik und Revision: Kafkas Rezeption mythologischer, biblischer und historischer Traditionen (Critique and Revision: Kafka's Reception of Mythological, Biblical, and Historical Traditions, 1986)*, *Constructing China: Kafka's Orientalist Discourse (1997)*, and *Benjamin heute: Großstadtdiskurs, Postkolonialität und Flanerie zwischen den Kulturen (Benjamin Today: Urban Discourse, Postcoloniality, and Flânerie between Cultures, 2001)*.

ADVANCES IN RESEARCH

UAB WINS \$5.2 MILLION GRANT TO STUDY DEVELOPMENTAL DISABILITIES

The UAB Civitan International Research Center is one of 12 institutions in the nation to receive a \$5.24 million grant from the Eunice Kennedy Shriver National Institute of Child Health and Human Development to spur new research into developmental disorders. The five-year grant will create the UAB Intellectual and Developmental Disabilities Research Center (IDDDRC), which will promote research that may lead to new ways to treat conditions such as autism, Rett Syndrome, cerebral palsy, behavioral disorders or rare genetic diseases.

"This award demonstrates that UAB is recognized nationally as a leader in research on intellectual and developmental disabilities," said Alan Percy, M.D., medical director of the Civitan International Research Center (CIRC) and principal investigator. Percy is joined in leading the IDDDRC by Harald Sontheimer, Ph.D., director of the CIRC and the UAB Center for Glial Biology in Medicine, and Bruce Korf, M.D., Ph.D., chair of the UAB Department of Genetics.

The new center takes the place of the UAB Mental Retardation Research Center. The IDDDRC will house 74 investigators from 7 UAB schools and 19 departments currently involved in 60 research projects.

The center will feature four cores that investigators can tap for needed resources and assistance, including a recombinant technology core, neurobiology imaging and tissue processing core, a developmental genomics core and an administrative and

biostatistics core.

Established in 1963 by Congress as "Centers of Excellence" for research in mental retardation and developmental disabilities, Intellectual and Developmental Disabilities Research Centers (IDDDRCs) [formerly known as Mental Retardation Developmental Disabilities Research Centers (MRDDRC)] represent the nation's first and foremost sustained effort to prevent and treat disabilities through biomedical and behavioral research.

UAB-LED AIDS RESEARCH NETWORK EXPANDS

A national AIDS research consortium led by UAB has two new university partners. The Centers for AIDS Research at Vanderbilt University in Nashville, TN., and at the University of North Carolina at Chapel Hill are now part of the nine-member consortium run by UAB's Center for AIDS Research (CFAR).

The consortium is called CFAR Network of Integrated Clinical Systems (CNICS).

"Adding the Vanderbilt and North Carolina centers deepens the network's expertise and adds to our ever growing database of AIDS testing and research results," said Michael Saag, M.D., director of UAB's CFAR. "We've started a new paradigm for clinical investigation – a way to combine, expedite and improve real-time population-based studies vital to the fight against human immunodeficiency virus (HIV) infection."

CNICS lets members combine secured data to track diagnosis and treatment outcomes, monitor hard-to-

gather information like quality of life measurements and accurate medical histories, and link these data to a repository of clinical specimens.

CNICS serves as a one-of-a-kind research backbone for clinical, translational and basic science to address how HIV causes AIDS, HIV prevention and treatment advances.

The other consortium members are Case Western Reserve University in Cleveland; Harvard University in Boston; Johns Hopkins University in Baltimore; the University of California, San Diego; the University of California, San Francisco and the University of Washington in Seattle. More research sites are expected to be added in the future. Information is available at www.cnics.net.

UAB NAMED RESEARCH CENTER FOR EXCELLENCE TO STUDY CHLORINE GAS EXPOSURE

UAB has won a \$3.4 million, three-year grant from the National Institutes of Health (NIH) to establish a Research Center of Excellence to study the effect of chlorine gas on lung function, whether from chemical weapon attack or from accidental industrial exposure. UAB is already part of the NIH-sponsored CounterACT Research Network, a linking of universities and research institutions aimed at finding treatments for toxic chemical exposure.

The Research Center for Excellence is a partnership between UAB, Yale University and Southern Research Institute. The research center will further spur investigators already working on finding agents that can treat or neutralize the effects of chlorine exposure. Chlorine is a toxic gas that affects the respiratory system.

“At present, there is no known agent that can be given to patients to specifically treat exposure to chlorine,” said Sadis Matalon, Ph.D., professor of anesthesiology and program director of the center. “We have some supplemental treatments that seem to be helpful, although how and why they work is not well understood. Through CounterACT and the new research center, we hope to further our preliminary work on several different anti-oxidants that have shown promise in early trials.”

Chlorine gas was first used as a weapon in World War I, and has been used by terrorists in Iraq within the last year. Chlorine exposure could also affect large populations accidentally, in the event of an industrial or transportation mishap.

UAB STUDY REVEALS COLON CANCER LINK TO OBESITY

A new study reveals the first-ever genetic link between obesity and colon cancer risk, a finding that could lead to greater accuracy in testing for the disease, according to UAB researchers. The discovery also may improve efforts to ward off colon cancer with obesity-fighting activities like exercise, weight loss and healthy eating.

The findings were recently published in JAMA, the Journal of the American Medical Association.

“Our hope is that we can significantly improve the screening and early detection for this disease, and open new avenues for better understanding the genetic and lifestyle factors that influence colon cancer risk,” said Boris Pasche, M.D., Ph.D., director of the division of hematology and oncology at the UAB Comprehensive Cancer Center and lead author of the JAMA study.

The research focuses on a gene called ADIPOQ that results in the formation of a fat hormone called adiponectin. It shows those who inherit a common genetic variant of ADIPOQ carry up to 30 percent reduced risk of colon cancer compared to others.

In other words, Pasche said, those identified without the gene variant or those who have unhealthy blood levels of adiponectin may benefit from early colorectal testing. Additional studies are needed to confirm whether those without the variant benefit from cancer-prevention lifestyle changes such as diet and exercise.

Colon cancer is the third-leading cancer killer of Americans. This year 149,000 people will be diagnosed with colon cancer and 50,000 will die from the disease, according to estimates from the American Cancer Society.

UAB NANOMATERIALS RESEARCH FUNDED GRANT INCLUDES INTERNATIONAL COMPONENT

Two researchers, Andrei V. Stanishevsky and Yogesh K. Vohra, from the UAB Department of Physics in the School of Natural Sciences and Mathematics have received a \$414,000 Material World Network award through the Division of Materials Research at the National Science Foundation to support a project on international collaboration in nanomaterials research.

The project will continue ongoing UAB based research into nanostructured, compositionally graded and multiphase carbon based materials, specifically to advance the fundamental knowledge of the phenomena associated with the fabrication of such materials. Nanostructured diamond materials' applications are wide-ranging, because

their smoothness and hardness open up numerous possibilities for use in cutting and surgical tools along with biomedical devices.

In addition to the project's research benefits, the Material World Network award funds also allow for international collaboration. Scientists and students from the UAB Department of Physics' Center for Nanoscale Materials and Bio-integration will partner with peers from Poland's Technical University of Lodz and its European Union supported Centre for Excellence. The international component of the study makes it very unique, according to Andrei V. Stanishevsky, Ph.D., associate professor of Physics at UAB.

"The funding is a first of its kind in physics for UAB, which will begin a closer collaboration with our partners in Europe," Stanishevsky said.

"This is an exciting opportunity to expose Alabama's undergraduate and graduate students to international research in Nanoscience and Nanotechnology and offer interdisciplinary research training," said Yogesh Vohra, Ph.D., UAB professor of physics and director, UAB Center for Nanoscale Materials and Biointegration.

About 20 UAB students will participate in the Material World Network project. The work will be conducted over a three year period.

UAB KIDNEY RESEARCH GETS \$4.23 MILLION NIH GRANT, NAMED O'BRIEN CENTER

In recognition of its research and expertise in treating acute kidney disease, the UAB Division of Nephrology has been awarded a five-year, \$4.23 million George M. O'Brien

Kidney Research Center grant from the National Institutes of Health. UAB is one of just eight such centers funded in the United States, putting UAB at the forefront in the development of new methods to treat and prevent kidney failure.

Acute kidney injury, or acute kidney failure, is a rapid loss of renal function due to damage to the kidneys. It develops in 5-7 percent of medical-surgical patients, complicates the recovery of 15-25 percent of intensive care patients, and can double the length of a patient's hospital stay.

"Despite major advances in renal replacement therapy, the mortality of patients with acute kidney injury has not significantly decreased in the past 30 to 40 years," said Anupam Agarwal, M.D., director of UAB's nephrology division and principal investigator of the O'Brien Center grant. "With this center, our research will better understand the reasons acute kidney injury occurs, expand diagnostic specificity, and expand therapeutic and preventative approaches to treating the disease."

Agarwal said there also are several overarching goals of the center.

"We hope to attract new scientific expertise into the study of the basic mechanisms of kidney disease and disorders, encourage multidisciplinary research focused in the causes of these diseases, explore new basic science areas with translational potential and generate pilot and feasibility studies that will lead to new and innovative approaches to the study of kidney disease," he said.

**UAB RESEARCH FINDS COMMON
TREATMENT TO DELAY LABOR
DECREASES INFANTS' CP RISK**

Intravenous magnesium sulfate supplementation before preterm delivery cuts the risk for handicapping cerebral palsy in half, according to research led by UAB obstetrician Dwight Rouse, M.D., and published in the August 28 issue of *The New England Journal of Medicine*.

Cerebral palsy refers to a group of neurological disorders affecting control of movement and posture and limit activity. The causes of cerebral palsy are not well understood, though cerebral palsy is attributed to brain injury or developmental abnormality during pregnancy, birth or in early childhood. It is estimated that cerebral palsy afflicts more than 200,000 Americans between the ages of 3 and 13, making it a leading cause of chronic childhood disability.

Magnesium sulfate is given routinely to prevent seizures in women with preeclampsia and to stop preterm labor. Previous research suggested that fetal exposure to magnesium sulfate before preterm birth might reduce the risk of cerebral palsy.

"The association between magnesium sulfate and a lower incidence of cerebral palsy has biologic plausibility, because magnesium stabilizes blood vessels, protects against damage from oxygen depletion and protects against injury from swelling and inflammation, all of which threaten the vulnerable preterm brain," Rouse said. "Our study is the largest, most comprehensive effort to evaluate the effect of magnesium sulfate on the incidence of cerebral palsy in preterm infants."

This multicenter study, co-funded by the National Institute of Neurological Disorders and Stroke and conducted by the 20 participating

research centers of the Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal Fetal Medicine Units Network, enrolled 2,241 women between December 1997 and March 2004. The women were randomly assigned to receive either placebo or magnesium sulfate. They all had similar characteristics, including gestational age (24 to 31 weeks) at randomization and risk factors for preterm birth. Eighty-seven percent of the women had experienced preterm membrane rupture.

“Our finding that magnesium sulfate protects against cerebral palsy is consistent with two previous randomized trials, both of which were well done and which in total enrolled over 1,600 women,” Rouse said. “Our trial and the two others show that magnesium sulfate can reduce the risk of this devastating condition in preterm infants. Until we can prevent early preterm birth, the best that we obstetricians can do is to improve the prospects for infants who are born very early. I think that our study says that magnesium sulfate can help us do that.”

**UAH, PRATT & WHITNEY
ROCKETDYNE SIGN RESEARCH
COLLABORATION CONTRACT**

Officials with The University of Alabama in Huntsville and Pratt & Whitney Rocketdyne, Inc. recently signed a formal agreement to forge a stronger research collaboration.

UAHuntsville President David Williams and Pratt & Whitney Rocketdyne (PWR) President James Maser will put their signature on a Research Collaboration Protocol agreement under which cooperative activities and projects would be

undertaken to leverage and strengthen the research, education, innovation and strategic missions of the two organizations.

“These types of industry-university collaborations are going to be playing an increasingly important role in creating innovation in a number of areas — science engineering, business and technology transfer,” said Dr. Williams. “The research and development activities of Pratt & Whitney Rocketdyne are closely aligned with those of the university, thus giving us the confidence that this partnership will be of tremendous benefit to both organizations.”

“We anticipate that this partnership will serve as a model for other companies and we can aggressively broaden our collaborations in teaching, research and workforce development.”

Williams noted that PWR has developed substantial and valuable expertise, and intellectual property.

“PWR has valuable engineering expertise using sophisticated analysis techniques and tools, and we wish to share our skills and assets to maximize our cooperative research and development efforts with this excellent university,” Maser said. “We established our PoWeR Innovations group here in Huntsville as a fast-moving, creative and innovative organization to help us expand into new business areas and position us to rapidly capitalize on emerging opportunities. Partnering with a research university to carry out this mission will have a great impact on our success,” Maser said.

He added that UAH offers a quality education in science, engineering and business to better compete in a globally competitive workforce. He said

the university possesses strengths with R&D expertise, has suitable laboratory space and offers an entrepreneurial curriculum to capitalize on the development of intellectual property.

The goal of the partnership is to establish and sustain a framework where cooperative activities and projects can inspire, leverage and optimize research, education, innovation and strategic missions for both parties. "Huntsville has been a large part of our past success, and this unique partnership is a testament to our commitment to this area which is a great place to grow our business," said Rick Bachtel, general manager, Pratt & Whitney Rocketdyne Alabama Operations.

The agreement also calls for the establishment of the Venture Challenge. This program, led by UAH marketing professor Dr. David Berkowitz, will evaluate PWR's intellectual property for business value and opportunities. This program will, at the same time, provide academic opportunities for the university's students.

The university will provide office and laboratory space as well as support for the company's personnel to encourage collaboration on planning, research and development activities. That support includes access to academic expertise to collaborate in business opportunities.

Pratt & Whitney Rocketdyne will provide technical and business expertise to support the university's academic activities and the development of business and technical opportunities.

**MEDIAN STATISTICS EFFECTIVE FOR
PREDICTING PRESIDENTIAL ELECTION,
CLAIMS UAHUNTSVILLE SCIENTIST**

Wes Colley is a scientist. He is

not a politician. He has not taken a single course in political science. Actually, he has little interest in political philosophy. But, his work in mathematics and statistics will lead many in the political world to watch his research closely.

Colley is a research scientist at The University of Alabama in Huntsville. He and his graduate thesis adviser, J. Richard Gott III at Princeton University, have devised what they describe as a very simple, but surprisingly effective means to predict the outcome of the U.S. Presidential election — median statistics.

The researchers have written a research paper on the subject for the journal *Mathematical and Computer Modeling*. They extol the virtues of employing median statistics in political polling.

"The median number is powerful because it throws away discrepant points automatically without bias," Colley explained. "Though it is slightly slower to converge to the true value than the mean (simple average), it avoids the mean's high susceptibility to bias in polling."

He said median statistics largely discount outlying polls, which may arise from political bias, or unintentional bias of particular polls.

Colley is nationally known for his use of a computer modeling system in predicting college football rankings. As a matter of fact, Colley's system is one of six that is used by the NCAA to determine rankings for the Bowl Championship Series poll.

The system being used to predict the presidential election uses simple statistics, according to Colley. "We're not arriving at these results with sophisticated trend analysis. This is very

low-rent statistics,” he said.

Their methodology uses the margins of victory for each candidate in each poll during the past month. Those margins are then ranked from the largest margin to the smallest. The middle number, or the median, is used as the candidate’s score for the individual states.

“Some states have gone back and forth in their polling data,” Colley said. “It’s like the pundits have said all along. This is going to be a very, very close race.”

The two scientists first used this method in the 2004 presidential election. They correctly predicted the results in 49 states, missing only Hawaii.

MARIA PALAZZO PREPARING FOR BIOMEDICAL FUTURE WITH RESEARCH

Maria Palazzo of Huntsville, a junior chemistry major at UAH, is conducting protein research that could have a curing effect, and at the same time, is helping train her for a career as a biomedical scientist.

Palazzo began working this past summer with a protein found in a particular parasite that may have a curing effect on a disease called Chagas with Dr. William Setzer, professor and chair of the UAHuntsville Chemistry Department.

This disease, primarily found in Central and South America, can affect the heart and intestines. There is currently no cure, but the oil of certain tropical plants may have some effect on the disease’s growth.

“The disease can be fatal, or people can live with it, maybe for years, not knowing they have it,” Palazzo said. “It’s carried by the bug called the Triatominae, or ‘Kissing Bug.’ The

parasite they carry is the Trypanosoma Cruzi.

“My specific assignment from Dr. Setzer was to test three different plants from Costa Rica,” Palazzo said. “I took the plants’ essential oil and used a GCMS (Gas Chromatography-mass Spectrometry) machine (use to determine chemical composition) to see what the oils were composed of. Then I tested the plants to see if they inhibited the activity of a protein, Cruzain, which is essential for the survival of the parasite, Trypanosoma Cruzi.”

She said two of the plants showed decent inhibition of that protein. “So, now we are testing the plant oils with different types of bacteria to see if they kill the bacteria. This could mean possible use as an antimicrobial agent.”

These are the types of biomedical issues Palazzo will face in her career, something she says she wants to do in order to help people.

“I started out as a biology major (she is now working on a biology minor), with the intention of applying for medical school,” Palazzo said. She later discovered her passion was in the research aspect of medical care, an area where she can still help people.

Palazzo’s opportunity to work with Dr. Setzer came through UAHuntsville’s Research Experience for Undergraduates (REU) program. This nine-week program allows undergraduates to develop research skills, including the ability conducted unsupervised research.

UAH SCIENTIST FINDS MICROWAVES MAY EXTRACT WATER FROM MOON, MARS

When astronauts land on the

Moon in the not too distant future, it's possible they will be visiting an outpost where they can pick up some fuel and a refreshing container of liquid.

That outpost won't be offering the 64-ounce Big Gulp soft drinks that you find at many of the convenience stores across the country, but it will be offering a critical commodity – water.

Research conducted by material scientists may lead to the ability to extract water from the Moon and possibly Mars by shooting microwave beams into their surface, according to Bill Kaukler, an associate research professor in the Center for Materials Research at The University of Alabama in Huntsville.

“A lot of people think that water doesn't exist on the Moon,” said Kaukler. “It's true that not all parts of the Moon have water. Where the Apollo missions landed, there isn't much water because it is exposed to the sun half of the time. However, in the polar regions, exploratory satellites have found huge amounts of hydrogen, which is evidence that water exists.”

Kaukler has performed research with NASA for more than 25 years and for the past three years has been investigating the use of microwaves to replenish water on space missions or as a rocket fuel supply.

The Moon's surface is covered with over two meters deep of regolith (like soil), a layer of loose, powdery, heterogeneous material created by hundreds of millions of years of meteorite and comet bombardment. Below that covering lies bedrock. “Ice is just inches below the surface of the moon in craters at the poles (where solar heating doesn't occur),” he said.

Kaukler and Marshall Space Flight Center scientist Edwin Ethridge

have been conducting research on the use of microwaves to warm the lunar regolith to draw the water up to the surface.

“Using microwaves to heat the soil offers several advantages,” Kaukler said. “Microwaves are not strongly absorbed by the regolith (soil) so it can penetrate several feet into the soil and heat it.” Heating is possible because the Moon's soil has about 5 percent iron, similar to volcanic rock on Earth, according to Kaukler. Microwave absorption is the most efficient method to heat large volumes of regolith or rock.

He said research shows that if the regolith can be warmed from a minus 150 degrees Celsius to minus 50 degrees, the vapor pressure of the water mixed in with the regolith particles is much higher than the Moon's atmospheric pressure. Kaukler said the moon's vacuum environment literally percolates the water vapor to the surface through the regolith particles. The water vapor collects on a cold (below minus 50 C) plate where it forms as ice and is scraped off for human consumption or where it can be converted by electrolysis to hydrogen and oxygen to be used as a fuel and oxidizer that can be used in space travel, like going to Mars.

The scientists have been confident of their research, but were encouraged by findings this summer when the Phoenix Mars lander confirmed the presence of water ice on the Martian surface. The lander scratched just two inches below the surface of Mars to expose the ice.

Kaukler, Ethridge and other materials scientists have developed a prototype and have used simulated lunar regolith to test their ideas. Their prototype has the power of one kilowatt, about the same as a typical home

microwave oven.

What their experiments show is that they are able to remove 99 percent of water-ice through sublimation, or converting the frozen water directly into a gas, and could capture 95 percent of the liberated water.

While the one-kilowatt device may prove the concept, Kaukler said a 10-kilowatt unit would speed up the process of collecting water and make it more effective on the Moon's surface. He envisions a robotic, roving device powered by a nuclear generator to roam the Moon's surface in search of water sources.

Kaukler believes the concept of shooting microwave beams into the surface of the Moon or Mars to extract water offers several distinct advantages: not having to dig the regolith and put it into a furnace is a big advantage since heavy equipment won't be needed; leaving the Moon essentially undisturbed is important; not worrying about the underlying geology is practical since hidden or buried rocks (that have no water) could damage digging equipment.

Perhaps the most important factor of this project is not carrying water on a journey, thus saving space and weight on long-distance trips. "This is the essence of the concept of In Situ Resource Utilization or ISRU," Kaukler said. "The philosophy is to use what is on the Moon (or Mars) to make habitats without having to bring the material from Earth."

Another crucial factor is safety. The microwave process penetrates into the surface at least two meters deep, thus eliminating the need to dig into the surface to get to the ice, according to the scientists. Kaukler said the idea of kicking up dust by digging on the Moon poses a problem for equipment and

astronauts if the abrasive dust finds its way into the wrong places, as it did for the Apollo astronauts.

Research continues, according to Kaukler. More investigation is necessary to learn about the electromagnetic properties of regolith in the various microwave frequencies. Altering those frequencies could allow the device to penetrate deeper into the surface if necessary to reach additional water.

FOSSILIZED DISCOVERY LEADS UA PALEONTOLOGIST TO FIND EARLY WHALES USED BACK LEGS FOR SWIMMING

In a recent issue of the *Journal of Vertebrate Paleontology*, Dr. Mark D. Uhen, a paleontologist of the Alabama Museum of Natural History at UA, described new fossils from sites near Coffeerville in southwestern Alabama and Newton in southeastern Mississippi that pinpoint where tail flukes developed in the evolution of whales. Uhen's research focuses on the origin and evolution of cetaceans (whales and dolphins), major evolutionary transitions in general, functional morphology, use of stratigraphic data in phylogenetic analysis, and theoretical aspects of diversification. His current work includes research on the relationship of whale diversity and global climate change, the origins of modern whales and field work in the Southeastern United States, the Pacific Northwest and the coast of Peru.

UA COMMUNICATION STUDENTS STUDY PALIN CANDIDACY FOR VICE PRESIDENT

Graduate and undergraduate students in a class on gender and

political communication at UA compared media coverage and public reaction to Sarah Palin, the Republican vice presidential candidate, with earlier reactions to Geraldine Ferraro, and they assessed the impact of Hillary Clinton in the 2008 campaign, as the first viable female presidential candidate. Project participants will release a public report on their findings in December. The project, dubbed "The Palin Watch," is directed by Dr. Janis Edwards, associate professor of communication studies in the UA College of Communication and Information Sciences and editor of a forthcoming book on gender and political communication in America. Edwards has written extensively on the roles and rhetoric of women candidates and first ladies, and their representation in political cartoons and other media formats, for a number of academic journals and conferences.

UA PLANK CENTER AWARDS \$8,700 IN LEADERSHIP GRANTS IN PUBLIC RELATIONS

The Plank Center for Leadership in Public Relations at UA awarded \$8,700 to support two research projects that will enhance understanding of factors that contribute to effective and ethical leadership in public relations. Recipients of the 2008 leadership grants are Juan Meng, a doctoral student at UA, who received a grant of \$6,859 for her study, "Measurement of Excellent Leadership in Public Relations and Its Dimensions: A Cross-Cultural Integrating Approach;" and Elina Erzikova, a doctoral student, and Dr. Bruce Berger, professor and chairman of the department of advertising and public relations at UA, who were awarded \$1,875 for their study, "Leadership

Education in Public Relations Curriculum: Reality, Opportunities and Benefits."

HOUSING STATISTICS, HOUSING AFFORDABILITY INDEX FOR STATE AVAILABLE ON UA WEB SITE

The monthly housing statistics and the Alabama Housing Affordability Index compiled by the Alabama Center for Real Estate at UA are now available on the Web site http://acre.cba.ua.edu/housing_statistics.php. The historical statistics are broken down by 23 areas and presented by month from January 1995. The Alabama Housing Affordability Index goes through the second quarter of 2008, and the housing statistics are current through August 2008. The Alabama Housing Affordability Index is calculated as the ratio of the state's actual median family income to the income needed to buy and finance the state's median-priced home – the higher the number, the more affordable the housing. According to the monthly report, there were 4,017 homes sold in Alabama in August, with an average selling price of \$168,572 after 131 days on the market.

REPORT ON STATE HOME BUILDING ACTIVITY ON UA'S REAL ESTATE WEBSITE

New construction reports, which include building permits and housing starts, are now posted and available at UA's Center for Real Estate Web site. The address for the site is http://acre.cba.ua.edu/construction_statistics.php. UA's Alabama Center for Real Estate, or ACRE, teams with the Home Builders Association of Alabama to collect, analyze, store and disseminate

the new monthly report on the state's home building industry. Since 1999, ACRE has partnered with the Alabama Association of REALTORS and continues to produce monthly reports that provide useful information associated with existing home sales and housing affordability, said Grayson Glaze, executive director of ACRE. The report will be released monthly to coincide as closely as possible with the release of national residential building permit data.

NEWS ABOUT DEVELOPMENT
UAH DEVELOPMENT

\$100,000 from C.H. "Tony" and Cathy Chan for support of the Jia Ju Zhan Undergraduate Research Scholars Program, and for other purposes to be determined.

\$100,000 from Ronald and Cynthia Gray, including \$25,000 to establish the Ronald and Cynthia Gray Endowed Scholarship, and \$75,000 to establish the Ronald and Cynthia Gray Faculty Fellows Fund.

\$100,000 from the estate of Mrs. Violet Sanders, in support of the R. Wayne Sanders Endowed Memorial Scholarship.

\$50,000 from the Jane K. Lowe Charitable Foundation for support of Lowe House.

\$40,000 from Mr. Henry V. Rhodes to establish the Fredia Roberts Rhodes Endowed Memorial Scholarship.

\$20,000 from Mr. and Mrs. George F. McCanless, Jr., to establish the Christel L. McCanless Endowed Scholarship.

\$150,000 from SAIC, for support of research in optics, nanotechnology, and design and simulation.

\$50,000 from The Boeing Company for scholarships and for support of curriculum development in supply chain management.

\$45,000 from the Partnership for Biotechnology Research for support of doctoral student research in biotechnology.

\$25,000 from Dynetics, Inc., for support of research in information assurance.

**NEW APPOINTMENTS TO THE
ADVANCEMENT TEAM:**

Jacquelyn Shipe -- Associate Vice President for Gift Development.

Kent Studer -- Assistant Vice President for Corporate Relations.

Rachel Osby -- Associate Director of Alumni Relations

Alinka Johnson -- Coordinator of Advancement Communications

**PWC PLEDGED \$1 MILLION TO UA
TO SUPPORT SCHOOL OF
ACCOUNTANCY**

The international partnership of PricewaterhouseCoopers, the largest accounting firm in the world, has made a \$1 million pledge to UA to support accounting in the Culverhouse College of Commerce and Business Administration. The contribution will be used to support three permanent funds, each named in honor of PricewaterhouseCoopers and its chief executive officer, Samuel A. DiPiazza, Jr., who received a dual degree in accounting and economics from UA. One of the three funds will be used to attract and hire nationally ranked faculty to the Culverhouse School of Accountancy. Another of the funds will be used to support full-time doctoral students in the school of accountancy, and the third will be used primarily to fund doctoral research and publication.

**REZNICK GROUP PC PLEDGED
\$125,000 TO UA SCHOOL OF
ACCOUNTANCY**

Reznick Group PC, a national accounting firm, has pledged \$125,000 to UA in support of the Culverhouse

College of Commerce and Business Administration and its Culverhouse School of Accountancy. Ranked among the top 20 public accounting firms in the nation, Reznick Group employs approximately 1,500 people. The firm maintains 10 offices nationwide, including a full-service office in Birmingham. The Reznick Group Endowed Support Fund for Faculty Excellence will be used to attract and retain a faculty member in the School of Accountancy who will coordinate the master of accountancy program.

**LAMON NAMED DEVELOPMENT
DIRECTOR FOR UA ENGINEERING
COLLEGE**

Brandi Lamon has been named the UA College of Engineering's director of external affairs and development, where she is responsible for planning and executing fund-raising programs and overseeing events and public relations for the College. Most recently, Lamon served UA as the director of the Office of New Student and Parent Programs, where her primary responsibilities included vision and oversight for the growth of the University's parent programs with the first year student experience. She grew this organization from a group of 600 members to one that now serves all parents of current UA students. Lamon received her bachelor's degree from the University of North Alabama and her master's degree from UA. She is completing a doctorate in higher education administration at the Capstone.

**HINMAN DENTAL SOCIETY
CONTRIBUTES TO UAB SCHOOL OF
DENTISTRY**

Not even a tornado could deter the Hinman Dental Society's support of the UAB School of Dentistry. At the 2008 Thomas P. Hinman Dental Meeting, held in Atlanta at the Omni Hotel in March, a twister tore through downtown and the hotel shortly after the society presented the first portion of a \$500,000 donation to support the Thomas P. Hinman Endowed Professorship in the Department of Comprehensive Dentistry.

"As a non-profit organization, the Hinman Dental Society is committed to supporting dental education, and the success of the annual Thomas P. Hinman Dental Meeting allows us to do so at a very significant level," says Robert Towe, D.D.S., chairman of the board of trustees for Hinman.

The society has previously endowed the Hinman Dental Society Endowed Lectureship for the Hinman Alabama Education Seminar, an annual one-day continuing-education program that presents a leading authority lecturing on some aspect of dentistry. The organization also offers scholarships for two dental students each year. This most recent donation will be awarded in multiple installments over five years.

The Hinman Dental Society of Atlanta, established by prominent dentist Thomas P. Hinman, D.M.D., has promoted continuing education in the dental profession since 1911. The society has grown to a membership of more than 750 dentists. Attendees of the Thomas P. Hinman Dental Meeting come from all 50 states and several international locales, and the annual meeting now attracts more than 23,000 dental professionals who participate in

informative programs, lectures, courses, and exhibits. Hinman provides more than \$250,000 annually to fund dental education scholarships and programs at 37 colleges and universities throughout the Southeast.

“We at the Hinman are dedicated to dental education in the forms of continuing education courses, scholarships, and of course, supporting our Southeastern dental schools,” says Eddie Pafford, D.M.D., president of the Hinman Dental Society. “Hinman is proud to support the School of Dentistry at UAB because it is considered to be one of the finest in the country. We feel it is important to support dental education all over the Southeast, and we are dedicated to doing so. We hope our donation will help UAB attract and retain additional qualified dental educators to help better prepare our future dentists, and we certainly plan to continue supporting the School of Dentistry in the future.”

UAB SCHOOL OF ENGINEERING DEDICATES EDMONDS INTERACTIVE LEARNING CENTER

The UAB School of Engineering recently dedicated the William Fleming “Bill” Edmonds Interactive Learning Center. Edmonds was a well-known Birmingham community and business leader. Edmonds co-founded Birmingham based BE&K Inc. in 1972, and four decades later the company has grown into an international engineering-services-industry leader. Edmonds is acknowledged in Greater Birmingham as a ground-breaking entrepreneur and tireless advocate for the UAB School of Engineering.

The Edmonds Interactive Learning Center at UAB was made

possible by a generous gift from BE&K. The classroom opened for use at the start of the current semester and is being used by as many as 600 students each week. The interactive classroom seats 68 students per class session and is equipped with laptops at each seat. Projectors and an integrated digital response system allow students to answer instructor questions and problems electronically, allowing for unique hands-on learning and direct student participation.

Bill Edmonds wife, Joan, and son, Bryson, attended the dedication ceremony along with the dean of the UAB School of Engineering, Linda Lucas. A portrait of Mr. Edmonds was unveiled during the dedication and is now displayed in the center.

CHARLES BARKLEY, BO JACKSON HOST UAB MINORITY HEALTH FUNDRAISER

NBA Hall of Famer Charles Barkley, along with Heisman Trophy winner and former NFL and MLB great Bo Jackson, hosted the fourth UAB Minority Health and Research Center (MHRC) Gala September 26 at the Cahaba Grand Conference Center in Birmingham. This year’s event was emceed by Emmy-winning TNT sports broadcaster Ernie Johnson, Jr. The black-tie affair included a reception and a seated dinner.

Barkley is a long-time supporter of the MHRC’s efforts to reduce racial disparities in health care and has hosted the previous three galas. Because of his support, the MHRC has been able to develop numerous programs and research projects, including Charles Barkley Health Disparities Fund, which administers financial support to UAB

faculty for research in the field of health disparities.

“The Charles Barkley Health Disparities Fund provides financial support for researchers to develop outreach, educational and investigative projects related to obesity and diabetes, cardiovascular disease and hypertension, stroke, cancer and minority organ donation,” said Mona Fouad, M.D., director of the UAB MHRC. “Despite steady improvements in the overall health of the United States, racial and ethnic minorities continue to experience a lower quality of health services, are less likely to receive routine medical procedures, and have higher rates of severe illness and death than non-minorities.”

“These developmental research projects have the potential to become either full-size projects or to lead to other extramural funding, extending further the ability of UAB, through Charles Barkley’s generosity, to help the most vulnerable of our citizens,” she said.

The UAB MHRC is a comprehensive educational, research and community-outreach center focused on eliminating the health disparities of racial and ethnic minorities. Its programs include:

- Research: helps investigators compete effectively for programs and identified opportunities for new investigators.
- Training: offers career development for investigators and students who are interested in minority health issues.
- Outreach: works to establish trust and partnerships for research in minority and underserved populations.

STALLINGS KICKS OFF

UAB TRANSPLANT FUND DRIVE

Legendary football coach Gene Stallings was the keynote speaker for the UAB Transplant Dinner October 6 at the Harbert Center in downtown Birmingham. The dinner honored UAB transplant pioneer Arnold G. Diethelm, M.D., professor emeritus and UAB transplant surgeon.

The celebration included a reception and a seated dinner. The dinner was hosted by Devin Eckhoff, M.D., director of transplantation surgery at UAB, and Robert S. Gaston, M.D., medical director of kidney and pancreas transplantation at UAB, honored Diethelm’s tireless efforts that enabled UAB’s transplant program to flourish.

On May 8, 1968, Dr. Diethelm performed the first kidney transplant, and first ever transplant of any kind, in the state of Alabama. Today, UAB has one of the most technologically advanced surgical facilities in the world and the program Diethelm founded has grown enormously into one of the leading programs in the world.

UAB’s renal transplant program is now the second largest and busiest in the nation, doing more than 300 procedures each year. According to the United Network for Organ Sharing, UAB has performed more kidney transplants than any other kidney program in the country since 1987. UAB’s liver transplant program is ranked 16th in the nation with respect to volume, has patient outcomes that are among the best in the South and has among the shortest waiting times in the South for patients to receive their liver transplant.

The dinner also was the kick off for the program’s largest-ever fundraising drive. The proceeds will

benefit kidney, liver and pancreas transplantation at UAB and the patients they serve.

“Too many Alabamians remain in need of transplantation services,” Gaston said. “This fundraiser is the first step in our efforts to establish a formal comprehensive transplant center at UAB, an entity that will be committed to promoting knowledge of and access to transplantation for the people of Alabama, cutting edge research to make transplantation more successful, and training of physicians, surgeons, and nurses to deliver better transplant-related care to patients in Alabama, the nation, and the world. The standard of excellence established by Dr. Diethelm and exemplified by Coach Stallings demands no less.”

CONFERENCE/SYMPOSIA/PROGRAMS
**NOBEL PEACE PRIZE WINNER
F.W. DE KLERK DELIVERS BLACKBURN
INSTITUTE'S NIX LECTURE AT UA**

President F.W. de Klerk, the Nobel Peace Prize winner who helped bring majority rule to South Africa, delivered the 2008 Frank A. Nix Lecture at UA on October 17. The Nix Lecture is presented by UA's Blackburn Institute, a program that seeks to develop a network of leaders who have a clear understanding of the challenges that face the state of Alabama. De Klerk's lecture was titled "Bridging the Gap: Globalization Without Isolation." De Klerk also met with Fellows of the Blackburn Institute.

**UA SPONSORED COMMUNITY
CULTURE FEST**

Alabama's "American Idol" star Ruben Studdard was a featured guest at the recent Community Culture Fest, sponsored by the UA Office of Community Affairs and Tuscaloosa Housing Authority at McKenzie (Hope VI) Community. The community festival featured live entertainment, food and games honoring Tuscaloosa's rich cultural and artistic history. The festival was created to reflect upon distinct history, practices, beliefs and values, and to promote dialogue between various communities. UA students were encouraged to attend to learn more about Tuscaloosa communities and discover new ways to employ their academic background for the benefit of the community.

**UA COLLEGE OF ARTS AND SCIENCES
CELEBRATED CONSTITUTION DAY**

The College of Arts and Sciences hosted two free movie nights, in honor of Constitution Day. *All the President's Men*, a film starring Robert Redford and Dustin Hoffman that accurately presents the facts of the Watergate break-in and cover-up, through a compelling story, and *The Candidate*, an Oscar-winning film about a California lawyer urged to run against the seemingly unbeatable Republican incumbent in a senatorial race, were shown. A short discussion about constitutional themes followed each film. Constitution Day celebrates the signing of the U.S. Constitution on September 17, 1787, honors the legacy of the 39 men who signed the document, and gives citizens a chance to reflect on the laws it set in place.

**EXPERT ON TOWN-GOWN RELATIONS
SPOKE WITH CAMPUS COMMUNITIES
AT UA**

Colleen Jennings-Roggensack, a respected advocate and consultant for building town-gown relationships in university communities, spoke on "The 21st Century University: Connecting Communities through the Arts" at UA recently. Jennings-Roggensack also spoke with members of the Arts and Humanities Council of Tuscaloosa, Crimson Arts Council and Creative Campus Initiative interns. Jennings-Roggensack has presented the performing arts for the past 26 years. She is executive director of Arizona State University Public Events and assistant vice president for cultural

affairs with artistic, fiscal and administrative responsibility for three cultural facilities.

UA COLLEGE OF ENGINEERING HOSTED OPEN HOUSE

The UA College of Engineering recently hosted Engineering Day, or E-Day, an open house for high school students and their families. E-Day gave prospective students a closer look at the College of Engineering and participants received a realistic view of how engineering skills are used in everyday life. Laboratory tours and exhibits were offered in aerospace engineering and mechanics; chemical and biological engineering; civil, construction and environmental engineering; computer science; electrical and computer engineering; mechanical engineering; and metallurgical and materials engineering. Engineering students and faculty were available to answer questions throughout the day. Information also was provided on college preparation, housing, scholarships, financial aid, admissions and honors programs.

UA HOSTED GRADUATE SCHOOL PREVIEW DAY

The UA Graduate School recently hosted its Graduate School Preview Day. The purpose of the event was to provide information to undergraduate students and other prospective graduate students, including non-traditional graduate students, who are interested in pursuing a graduate degree at UA. At the Preview Day, representatives from the various programs offered at UA were present to answer questions about graduate study in

their colleges. Students also had the opportunity to attend a seminar on general test-taking strategies and to take a free Kaplan practice test for the GRE, GMAT or LSAT.

CREATIVE LEAPS PRESENTED CONCERT, WORKSHOPS AT UA

Imagination, global thinking and transformative language were some of the themes artists from Creative Leaps International explored and celebrated at a free concert, "Unless the Mind Catch Fire ... A Concert of Ideas" held recently at the Moody Music Building. The concert, titled after a William Blake poem, was a unique combination of artistic performances and motivational leadership training designed to set the mind in motion, catalyze creative thinking, help participants connect with the ideals and ideas they value most, and initiate change in both one's spirit and intellect. In addition to the concert, Creative Leaps International hosted a series of workshops.

CIVIL RIGHTS FILM *WALKOUT* SHOWN DURING HISPANIC LATINO HERITAGE MONTH AT UA

The UA Women's Resource Center sponsored a screening and discussion of the film *Walkout* as part of Hispanic Latino Heritage Month events on campus. *Walkout*, a docudrama, is a true story about one Mexican-American's fight against academic prejudices in the height of the national civil rights movement. The free event was co-sponsored by Housing and Residential Communities with the support of Crossroads Community Center.

BABY TALK FOUNDER SPOKE AT UA

Claudia Quigg, founder and executive director of "Baby TALK," a community engagement program building parent-infant relationships, spoke recently at UA's Child Development Research Center. Her visit coincided with the third annual Preschool Symposium on September 25 and 26. Quigg's presentation, focusing on the joys and challenges of parenting, was sponsored by the College of Human Environmental Sciences' department of child development resources. Quigg founded Baby TALK in Decatur, IL in 1986. The program is now replicated in 36 states, including Alabama, and Canada.

SCHOLAR SPOKE AT UA ABOUT RISE OF SOUTHERN RELIGIOUS CONSERVATISM

Dr. Paul Harvey, professor of history at The University of Colorado, Colorado Springs, presented "The Evolution of Southern Religious Conservatism" recently at Gorgas Library. Harvey researches and writes in the field of post-Civil War American History. His particular interests include Southern history, American religious history, popular culture, war and society, and the history of American music. He is the author of *Redeeming the South: Religious Cultures and Racial Identities Among Southern Baptists, 1865-1925*, published in 1997 by the University of North Carolina Press, and more recently *Freedom's Coming: Religious Cultures and the Shaping of the South from the Civil War through the Civil Rights Era*. The UA history department, the Frances S. Summersell Center for the Study of the South and UA Libraries sponsored the lecture.

UAB HOSTS RESEARCH FORUM ON SCHIZOPHRENIA AND DEPRESSION

UAB was one of 50 hosts of the September 24 nationwide event Healthy Minds, a forum highlighting research into schizophrenia and depression. UAB's forum was held September 14 at the Margaret Cameron Spain Auditorium. UAB and other top academic institutions across the nation held this event simultaneously to promote awareness of new and exciting research in mental health fields, as scientists try to better understand these illnesses and as clinicians develop new and better treatments for them.

The forum, which was free and open to the public, was organized locally by the UAB Department of Psychiatry and Behavioral Neurobiology and co-sponsored by the UAB Comprehensive Neuroscience Center.

The forum featured videos shown at each site, along with live presentations from local researchers. UAB scientists detailed their recent and on-going research projects that focus on the current status of psychiatric research and exciting, innovative treatments on the horizon.

UAB CENTER FOR AGING ANNOUNCES MCCALLUM AWARD WINNERS

The UAB Center for Aging announced dual winners of the 2008 McCallum Award at the seventh annual "A Celebration of Life" awards reception October 19 at UAB Highlands Hospital.

The reception and awards recognized the tremendous contributions of older adults to society as a whole and serves to thank those who have helped support research, education and service programs of the Center for Aging.

The winners of the 2008 McCallum Award are Jean B. Morris and the Evelyn McKnight Brain Research Foundation.

Morris, a Birmingham resident since 1960, has been an active volunteer with St. Vincent's Hospital, the Crisis Center Rape Response, the Birmingham Botanical Gardens and the American Cancer Society. She is a member of the UAB Spain Rehabilitation Women's Committee. She assisted with the establishment of the Catholic Cable Network, EWTN, and met Mother Teresa in Calcutta while on a mission trip.

The Evelyn McKnight Brain Research Foundation was created by Mrs. Evelyn F. McKnight and her husband William L. McKnight, who were interested in the effects of aging on memory and were generous benefactors of research in this area. After William McKnight's death, Evelyn continued to support his interest in brain research. Before her death in 1999, she established the foundation to provide support for medical research of the brain to accomplish alleviation of memory loss in the aging, including making grants to charitable organizations involved in such research.

**UAB WRITERS' SERIES PRESENTS
POET MEI-MEI BERSSENBRUGGE**

The UAB Writers' Series presented a lecture by poet Mei-Mei Berssenbrugge October 15, at the UAB Mary Culp Hulsey Recital Hall. Berssenbrugge read from her work. The event was free and open to the public. The UAB Writers' Series is an annual offering of the Program in Creative Writing.

Berssenbrugge has written several books of poetry, including *I Love Artists: New and Selected Poems*, and *Concordance*, both published in 2006. A review by Publishers Weekly of *I Love Artists* said, "Berssenbrugge writes what might be called proofs, working sensuously of the language of science to find the divides between elements over which one has control and those over which one does not."

She has won fellowships from the National Endowment for the Arts, two American Book Awards and honors from the Asian American Writers Workshop.

**THE THREE DOCTORS
SPEAK AT UAB**

Dr. Sampson Davis, Dr. Rameck Hunt and Dr. George Jenkins, known as "The Three Doctors," spoke September 23 at the Alys Stephens Center, Jemison Concert Hall. A book signing was held immediately after the lecture in the Alys Stephens Center lobby.

The event was free and open to the public. Families with high school aged children were encouraged to attend.

Davis, Hunt and Jenkins are authors of the bestselling book *The Pact: Three Young Men Make a Promise and Fulfill a Dream*, about their vow as teenagers in Newark N.J., to go to college and become doctors. Today, Davis is an emergency room physician at St. Michaels Medical Center in Newark, N.J. He also is a consultant for the Violence Prevention Institute focusing on gang awareness and preventative medicine in Essex County. Hunt is an internist at University Medical Center at Princeton and assistant professor of medicine at Robert Wood Johnson Medical School. Jenkins is an assistant

professor of clinical dentistry at Columbia University.

They published a second book about their lives, *We Beat the Streets*, which is for children. Their latest book, *The Bond: Three Young Men Learn to Forgive and Reconnect With Their Fathers* (2007), is an examination of fatherhood relationships. The three also created The Three Doctors Foundation to inspire and create opportunities for inner city communities through education, mentoring and health awareness.

The Three Doctors received the Essence Award in 2000 for their accomplishments and leadership. In addition, their groundbreaking television special aired on Lifetime Television during a special segment entitled *Things We Do for Love*.

UAB HOSTS LECTURE BY LABOR HISTORIAN

UAB Professor Colin Davis, Ph.D., presented his lecture "Fishing the Seas: The Hazards and Dangers of Fishing and the Triple Trawler Tragedy" September 30 at Heritage Hall, Room 106. The lecture was free and open to the public.

Davis discussed the Triple Trawler Tragedy, known as one of the worst fishing disasters in British history, when three trawlers sank in the North Sea and off the coast of Iceland in 1968 within weeks of each other. A total of 58 fishermen were killed. The accidents led to a public outcry and improvements in safety standards in the fishing industry.

Davis is a labor and social historian in the UAB Department of History. His research interests include a comparative study of Atlantic fishers in New England and Britain.

POET, ACTIVIST SONIA SANCHEZ LECTURES AT UAB

The UAB Department of English Alumni Lecture Series and the UAB African-American Studies Program presented a lecture by the renowned poet and activist Sonia Sanchez October 6. Sanchez presented her lecture "Social Responsibility and the Writer," at the UAB Spencer Honors House. The event was free and open to the public.

Sanchez, a native of Birmingham, is an award-winning writer whose books include *Homecoming*, *Love Poems*, *We a BaddDDD People*, *Under a Soprano Sky*, *I've Been a Woman: New and Selected Poems* and her most recent work, *Shake Loose My Skin*. Her poetry was featured in the film *Love Jones*.

She has received numerous awards, including the 1985 American Book Award for *Homegirls and Handgrenade* and the Langston Hughes Poetry Award in 1999. In 2001 she received the Robert Frost Medal. Sanchez also won the National Endowment of the Arts Lucretia Mott Award in 1984 and a Pew Fellowship in the Arts for 1992-1993.

Sanchez has lectured worldwide and was the first Presidential Fellow at Temple University where she held the Laura Carnell Chair in English,

PHYSICIAN WHO TREATED JFK IN DALLAS SPEAKS AT UAB

One of the first physicians on the scene at Parkland Memorial Hospital in Dallas following the shooting of President John F. Kennedy in 1963 spoke about his experiences during the Eighth Annual Champ Lyons Lecture at UAB. Ronald C. Jones, M.D., now chief of surgery at Baylor University Medical Center in Dallas, presented "The

President Has Been Shot and They Are Bringing Him to the Emergency Room” September 25 at Margaret Cameron Spain Auditorium.

Jones was chief resident at Parkland and on duty in the emergency room when Kennedy’s motorcade arrived. As one of the first physicians to attend to the President, Jones described his initial impressions of the wounds and discussed his role in the attempt to resuscitate President Kennedy.

Jones also was present two days later when Lee Harvey Oswald was shot and was one of four surgeons who operated on Oswald at Parkland.

The lecture was sponsored jointly by the UAB Department of Surgery and the UAB Historical Collections unit of Lister Hill Library. It was free and open to the public.

UAHUNTSVILLE HOSTS NSF DAY ON CAMPUS

The National Science Foundation (NSF) Day workshop was recently held on the UAH campus.

UAH President Dave Williams welcomed workshop participants and gave opening remarks. The UAH Office of the Vice President for Research sponsored the event.

The NSF is a United States government agency that supports fundamental research and education in all the non-medical fields of science and engineering.

Each year, NSF supports an average of about 200,000 scientists, engineers, educators and students at universities, laboratories and field sites all over the United States and throughout the world.

In fiscal year 2007 NSF awarded researchers \$1,262,151 to support

projects at UAHuntsville.

NSF directorate sessions include biological science, computer and information science and engineering, education and human resources, engineering, geosciences, mathematical and physical sciences and social, behavioral and economic sciences.

UAHUNTSVILLE’S SUPERTeaching MULTIMEDIA SYSTEM MAY BOOST STUDENTS’ ACADEMIC PERFORMANCE

The University of Alabama in Huntsville recently unveiled a new multimedia system designed to improve classroom instruction and boost students’ academic performance.

The system, called SuperTeaching, employs three screens and is controlled by a powerful software program that precisely manages the display of instructional content and multimedia stimuli, thus elevating concentration, retention and learning, according to officials.

UAHuntsville Library Dean Wilson Luquire demonstrated the system. “This whole-brain breakthrough in teaching has been proven through many years of pilot programs to confirm performance advantage.”

Tony Robbins, internationally known peak performance strategist, change agent, entrepreneur and author, will join Luquire. Robbins is traveling from California to Huntsville to promote SuperTeaching due to his enthusiasm toward improving the education process worldwide.

Luquire said educational researchers have established that the use of technology is effective for improving teaching and learning. Super Teaching moves this concept a step beyond using edutainment, which is a form of

entertainment designed to educate while captivating the attention of the audience.

“Researchers have found that participants have responded well to digital delivery of educational materials, and that a design centered around multi-sensory input increases both student and instructor satisfaction,” Luquire said. “Research has also shown that the right educational technology improves teaching and learning. For today’s educators and learners, the most effective technology appears to be that which capitalizes on multi-sensory input in order to engage the whole brain in the learning process — that’s Super Teaching.”

Luquire said the system can be installed easily in most classroom settings. SuperTeaching is now available for widespread commercial distribution through UAH, owner of the master license for worldwide installations.

SCIENCE SYMPOSIUM HONORS

RETIRING PROVOST, VICE PRESIDENT

A science symposium honoring Lewis J. Radonovich, vice president and chief of staff, was recently held at The University of Alabama in Huntsville.

The mini-lecture series is a tribute to Radonovich, for his commitment to higher education and eight years of service to the university. The symposium was entitled “Beauty in Chemistry: The Art and Science of Nanocrystals,” and was held at the Shelby Center for Science & Technology.

Guest presenters for the event included Kenneth J. Klabunde and Donald E. Bergstrom. Klabunde, a university distinguished professor of chemistry at Kansas State University will lecture on “Nanocrystal

Superlattices and the Mystery of Their Formation.” Bergstrom, a Walther Professor of Medicinal Chemistry at Purdue University will lecture on “Nucleic Acids in the Age of Nanotechnology.”

A reception immediately followed the symposium.

UAHUNTSVILLE HOSTS

ANNUAL DIVERSITY SEMINAR

The UAH Office of Multicultural Affairs recently hosted a diversity seminar. The guest presenter was Ivory Dorsey, president and founder of Golden Eagle Business Services, (GEBS) Inc. The Atlanta based speaking, training and consulting firm assists organizations and individuals in leadership, motivational and awareness training programs.

The seminar was offered in two sequential sessions, and were entitled “Universal Appeal: The Bottom Line Benefit of Diversity” and “Embracing Culture, Competence & Camaraderie” and “Compelling Realities in the Changing Workplace.”

GEBS is most noted for a customized approach to sensitive areas such as team building, leadership, and awareness training. In this capacity, Dorsey serves a diverse clientele including Fortune 500 companies, progressive small and medium sized companies, local, state, and government agencies, and professional associations and organizations.

Dorsey’s background includes ten years with Xerox Corporation in Houston, Dallas and Atlanta. While employed at the company she won numerous awards in sales and management. Prior to Xerox, Dorsey was a business education teacher in Milwaukee and a part-time instructor for

the Houston Community College System.

She also taught part time at Georgia State University and served as a visiting instructor for the Continuing Education Division of Oglethorpe University in Atlanta.

Dorsey hosted the talk show *Compelling Realities in the Changing Workplace*, heard on W.A.L.E. radio originating in Providence, R. I. She is a standing guest host of a local Atlanta radio talk show, *Talk Back Atlanta*. She has appeared on Georgia Public Television on numerous occasions and has been featured in *The Atlanta Journal-Constitution* newspaper. Additional articles on Dorsey have appeared in *Entrepreneur*, *Black Enterprise*, *Essence*, and the *National Speakers Association* and *Master Salesmanship* magazines.

UAH WOMEN'S STUDIES HOST "TAKE YOURSELF TO WORK DAY"

A first of its kind career fair for women and students "Take Yourself to Work Day," was held on campus of UAHuntsville.

The event featured networking and interactive workshops and resume review and critique.

A noon lunch and panel session featured moderator, Liz Hurley, anchor WAFF (Channel 48) News; Laura Hall, Alabama State Representative; Dr. Pam Hudson ('86 primary medical care), CEO Crestwood Hospital; Joanne Randolph ('83 BSBA), President of the Women's Business Center of North Alabama, 2007 Women in Business Champion of the Year and 2006 Small Business Advocate of the Year; and Monica (Monty) Vest, ('93 marketing, communications) director of public

relations, JANSON Communications.

Career fair exhibitors include company representatives of several locally owned, regional and national based businesses. Exhibitors discussed and showcased technological advancements, products and services and techniques for marketing successful non-profit programs and services.

"Take Yourself to Work Day" is a direct response to requests from UAHuntsville Women's Studies students for career guidance directed to students from arts and sciences," said Dr. Rose Norman, events coordinator of the Women's Studies Program. Norman also serves as the English department chairperson.

REGIONAL NURSE PRACTITIONERS TACKLE CURRENT HEALTH CARE ISSUES AT SYMPOSIUM

Primary and acute care, and their latest treatment and legal options were recently addressed at the 13th Annual NANPA (North Alabama Nurse Practitioner Association) Nurse Practitioner and Clinical Symposium, at the Huntsville Marriott.

The purpose of the workshop was to "enhance and update the assessment, diagnostic and clinical skills of the nurse practitioner;" and "highlight the current trends affecting the evolving role of the nurse practitioner in today's changing health care environment."

Speakers included: Cindy Cooke, MSN, CRNP, and President of the Nursing Practitioner Alliance of Alabama (NPAA). Her welcoming address will be "NPAA State Issues and Legal Status." "Lawful Prescribing & Prevention of Diversion," by Landon Gibbs, Director of Law Enforcement, Liaison/Education, who has 29 years

experience, followed her talk.

UAHUNTSVILLE HOSTS NASA HISPANIC YOUTH CONFERENCE

NASA recently brought more than 100 Alabama high school students to UAH to participate in the seventh annual NASA Hispanic Youth Conference.

The two-day cultural and motivational workshop will include seminars and activities designed to inspire Hispanic young people to complete their high school education and pursue college careers, primarily in math, science and engineering. These fields of study are cornerstones of the nation's economic success - and of NASA's continuing mission of exploration and discovery.

The 2008 youth conference theme is "Getting Involved: Our Families, Our Community, Our Nation." The annual event is sponsored by NASA's Marshall Space Flight Center along with the North Central Alabama Boy Scouts of America, "Mi Futuro" (My Future) programs at Miles College in Birmingham, and Stillman College in Tuscaloosa.

Participating high school students met with NASA and Marshall Center representatives and state leaders.

CAMPUS HIGHLIGHTS

UAB HOSPITAL WINS CONSUMER'S CHOICE AWARD

UAB Hospital again won the National Research Corporation (NRC) Consumer Choice Award for the Birmingham Metropolitan Statistical Area, making it the only hospital in Birmingham among the nation's 250 top hospitals in terms of consumer perceptions of quality and image.

In what NRC calls "the nation's most comprehensive consumer assessment of the health care industry," consumers named 3,200 hospitals in 190 markets throughout the contiguous United States. The annual survey represented 400,000 consumers in 200,000 households.

"We are extremely proud to receive this recognition. We strive day and night to provide the highest quality of care possible to the patients that trust us with their health. This is another important recognition for our professionals in their efforts to provide excellent care," said Michael R. Waldrum, M.D., chief executive officer of UAB Hospital. "This acknowledgement is especially meaningful in that it comes directly from the people utilizing our services."

UAB HOSTS UNVEILING OF 2009 BLACK HISTORY MONTH STAMP

The UAB Department of History and the School of Social and Behavioral Sciences hosted an October 2 unveiling ceremony for the U.S. Postal Service Black History Month Commemorative Stamp for 2009, at the Sheraton Birmingham Hotel. The event was held in honor of the Journal of African-

American History as part of the 93rd annual convention of the Association for the Study of African-American Life and History (ASALH) Oct. 1-5 at the Sheraton Birmingham Hotel.

The convention brought together national and local leaders in the fields of education, history, public policy and civil rights to celebrate the 2008 Black History theme "Carter G. Woodson and the Origins of Multiculturalism."

Highlights of the convention included panel discussions featuring internationally renowned poet and author Sonia Sanchez along and activist Mary Frances Berry; Professor Cornel West, Ph.D., of the Princeton University Center for African-American Studies; Ronald Walters, director of the African-American Leadership Center at the University of Maryland; Robert Stanton, former director of the National Park Service; Associate Professor Peniel Joseph, Ph.D. of Brandeis University and a PBS political commentator; Odessa Woolfolk, founder and president emeritus of the Birmingham Civil Rights Institute board of directors; and Professor Eddie Glaude Jr., Ph.D., of the Princeton University Center for African-American Studies

UAB OFFERS COURSE OF STUDY IN BIOTECHNOLOGY

UAB's School of Health Professions in 2009 will launch a new course of study to train students in biotechnology with an eye toward meeting the work-force needs of the burgeoning biotechnology industry.

"While information technology was instrumental in driving economic

progress in the late 20th century, the new century is viewed by many as the Bio-Century,” said Janelle Chiasera, Ph.D., MT (ASCP), associate professor and director of the Clinical Laboratory Science Program. “We will see the convergence of information, engineering and biological technologies producing widespread opportunities for the development and growth of companies engaged in drug development, medical implants and devices, agriculture and food processing technologies, biosecurity, biodefense, biofuels, and many other bio-related applications yet to be developed.”

The UAB program offers two tracks: a certificate and a Master of Science in Clinical Laboratory Science with a biotechnology emphasis. Internships at Alabama biotech firms will be available. Chiasera said students with undergraduate degrees in chemistry, biology, physics, engineering and other sciences will be ideally suited to pursue this advanced course of study.

UAB’s program will be the first in the South and one of the few in the nation. Biotechnology is one of the most rapidly growing industries in the country. Alabama already has 80 biotech firms located in the state, and is poised to be a leader in this field.

Graduates of the new program might find themselves engaged in cutting-edge research in such fields as cancer therapeutics, alternative fuels, drug delivery or global warming. Potential employers include pharmaceutical companies, medical equipment makers, the defense industry or government.

UAB’S SPAIN REHAB ADDS WII-HAB

Wii-hab has come to rehab. UAB’s Rehabilitation Center is adding Wii Nintendo gaming systems to its arsenal of rehabilitation devices. Rehabilitation experts say the computer-based gaming systems can assist patients with balance, range of motion, weight bearing and even cognitive processing skills.

“The Wii system provides a host of benefits to patients by improving physical skills, communication skills and coordination, all in the context of a fun game,” said Robert Brunner, M.D., medical director of Spain Rehabilitation Center. “This increases compliance, helps patients deal more easily with fatigue and makes rehabilitation a fun, more enjoyable experience.”

UAB received three complete Wii-systems, each including a 32 inch flat screen TV, a Wii console, Wii Fit and a large variety of games from the UAB Retirees Association, a gift totaling nearly \$5,000.

“We’re indebted to the UAB Retirees Association for this gift,” said Cathy Newhouse, administrative director for Spain Rehabilitation Center. “They were quick to see how these games would be such a wonderful addition to our physical and cognitive rehabilitation strategies and they did not hesitate to act on our behalf.”

A unique feature of the Wii is the wireless remote - a hand-held pointing device that detects acceleration and orientation in 3 dimensions. This design allows users to control the game using physical gestures as well as more traditional button presses, which makes the Wii system ideal as a rehabilitation aid.

BLAIR RECEIVES UAB DISTINGUISHED ALUMNI AWARD IN PSYCHOLOGY

New York University (NYU) Professor Clancy B. Blair, Ph.D., was selected to receive the University of Alabama at Birmingham (UAB) Department of Psychology's Distinguished Psychology Alumni Award for 2008.

Blair, who earned his doctorate in developmental psychology and a master's degree in public health from UAB in 1996, was honored during UAB's Homecoming Week at a special ceremony October 15, in Campbell Hall, Room 327. During the event Blair presented his lecture, "The Development of Self-Regulation in Young Children." The event was free and open to UAB students, faculty and alumni of the UAB Department of Psychology.

The UAB Distinguished Psychology Alumni Award was created to recognize alumni of the Department of Psychology for their professional achievements, exceptional human qualities and contributions to the university and society.

Blair is a developmental psychologist in the Steinhardt School of Culture, Education and Human Development at NYU where he studies self regulation in children. His primary research focus is the development of cognitive abilities, referred to as executive functions, and the ways in which these aspects of cognition are important for school readiness and early school achievement. He also studies the development and evaluation of preschool and elementary school curricula designed to promote executive functions as a means of preventing school failure.

Prior to his employment at NYU, Blair spent ten years as an assistant and then associate professor in the

department of Human Development and Family Studies at Pennsylvania State University.

UAB ACCEPTS GIFT OF 150 ANDY WARHOL WORKS

The UAB Visual Arts Gallery recently received 150 works of art by Andy Warhol. The UAB Visual Arts Gallery is the recipient of these works as part of a gift from the Andy Warhol Foundation for the Visual Arts, which is distributing works to 82 universities nationwide. The gift includes both Polaroids, for which Warhol was famous, as well as 8x10 black and white prints.

The gift was pursued and secured by Brett Levine, UAB Visual Arts Gallery director. Levine revealed the works at 10 a.m. Friday, September 12, at the Birmingham Museum of Art (BMA), 2000 8th Ave. N.

"The range is incredible," Levine said. "The collection is comprised of everything from iconic images of Mick Jagger and Jerry Hall to artistic images of a razor, a lobster and Santa Claus.

"This gift came about through the generosity of Museum Director Gail Andrews," Levine said. "This is the most significant gift the UAB Visual Arts Gallery has ever received and it was through the museum and its partnership with UAB that we have been able to bring such a major donation to Birmingham."

The works will be on long-term loan to the museum. A selection of the works will be on display to the public in mid-October at the BMA, with the majority being unveiled at the opening exhibition of the new UAB Institute for the Visual Arts, now in the planning stages. All of the works will be available

for viewing by scholars and researchers as they represent an important aspect of Warhol's major contribution to contemporary art and culture.

UAB OSTEOPOROSIS CLINIC EARNS PRIZED ACCREDITATION

The UAB Osteoporosis Prevention and Treatment Clinic has won accreditation for its bone-density scan program – one of only a handful of scanning centers in the nation to be accredited.

The notification is from the Commission on the Accreditation of Skeletal Assessment Facilities, a program run by the International Society for Clinical Densitometry (ISCD). Fewer than 20 United States scanning centers have won accreditation this year, an ISCD report said.

“The Osteoporosis Prevention and Treatment Clinic is honored to receive facility accreditation and to be part of such an elite group,” said Sarah Morgan, M.D., R.D., C.C.D., professor of medicine, nutrition sciences and director of the Osteoporosis Prevention and Treatment Clinic. “We are very pleased to be recognized in the skeletal assessment community for providing outstanding services under the highest standards.”

The technical term for a bone scan is dual energy X-ray absorptiometry or DXA. DXA scanners work by sending two thin, invisible beams of low-dose X-rays into target tissues and bones. Because of their design, DXA scans only measure bone shapes, brittleness and mineral density.

DXA scans are most often used to diagnose bone thickness and osteoporosis, and to track treatment of bones for musculoskeletal disorders and

other conditions that may impact the risk of bone thinning and fracture. In earning accreditation, UAB's scanning center at The Kirklin Clinic demonstrates excellence in DXA accuracy, quality control, patient and referring physician education, and other ISCD standards.

UAB'S CRITICAL CARE TRANSPORT CELEBRATES 25 YEARS

UAB's Critical Care Transport (CCT) celebrates its 25th anniversary this year, and it has been a busy time.

“We've transported 34,094 critically injured or sick patients over 27 million miles by aircraft or ground units since our founding in 1983,” said Kevin Barlotta, M.D., medical director for CCT. “Moving these kinds of patients is a difficult job, and it is gratifying to be a part of a program that has been doing it so well for so long.”

CCT's airplane and ground units cover a lot of territory. The teams have traveled throughout the United States; to Boston, New York, Miami, Chicago and nearly every state in the nation, along with 38 foreign countries.

CCT's transports are basically mobile intensive care units. The program has a 2000 Cessna Citation Bravo jet and three ground ambulances. All have advanced life saving equipment on board and carry a team of physicians, RNs, neonatal nurse practitioners and respiratory therapists.

The jet can accommodate two patients and carry five transport team members and two pilots. It is the first Bravo in the world fitted with a clam-shell cargo width door to accommodate loading a stretcher. UAB's CCT was the first program in the country to equip a civilian aircraft with a liquid oxygen system with interchangeable liquid

oxygen canisters. The aircraft's multi-patient capacity was instrumental in evacuating babies and adults after Hurricane Katrina from Louisiana, Mississippi and Alabama.

CCT has nine documents published in the latest edition of the *Commission on Accreditation of Medical Transport Systems (CAMTS) Best Practices* book, making it the most frequently cited program in the edition. Best Practices is a collection of outstanding programs and policies from accredited medical transport services.

CCT carries more than 1,700 patients a year to UAB Hospital and other destinations. Routinely, the CCT team travels to a community hospital, stabilizes a critically ill patient in an intensive care unit and delivers the patient to a larger hospital's ICU by land or jet.

"CCT is a valuable resource for the citizens of Alabama and for those who come from far away for the outstanding medical care delivered at UAB," said Barlotta. "We're looking forward to the next 25 years."

UAH HOSTS POETRY OUT LOUD REGIONAL COMPETITION

Poetry Out Loud, a national program that encourages the study of great poetry and a recitation competition to high school students across the country, was held on the UAH campus.

The National Endowment for the Arts (NEA), the Poetry Foundation, UAH and (locally) the Huntsville Literary Association (HLA) have partnered with State Arts Agencies of the United States to create Poetry Out Loud. Contest coordinator for Alabama Region V is Dr. Rose Norman, professor and chairperson of the UAH English

Department.

Students who participated in the official Poetry Out Loud program may be eligible to compete in the National Finals in 2009. Each winner at the state level will receive \$200 and an all-expenses-paid trip to Washington, D.C., to compete for the national championship. The state winner's school will receive a \$500 stipend for the purchase of poetry books. One runner-up in each state will receive \$100, with \$200 for his or her school library. Poetry Out Loud will award a total of \$50,000 in scholarships and school stipends at the National Finals, with a \$20,000 college scholarship for the Poetry Out Loud National Champion.

Regional champions will compete at the State championship in Montgomery on Saturday, February 28, 2009, at Huntingdon College. The State champion will advance to the National Finals, to take place on April 26-28, 2009, in Washington, D.C.

Alabama's state champion in 2008 was Rosanna Marie Smith, a senior at Montgomery's Taylor Road Academy, who won the competition with her dramatic presentations of "One Perfect Rose" by Dorothy Parker, "On Virtue" by Phillis Wheatley, and "Beauty" by Tony Hoagland. She represented Alabama at the national championship last April, where the winner was sixteen-year-old Shawntay Henry of the United States Virgin Islands

NOTED ORAL HISTORIAN CHARLES MORRISSEY TO LECTURE AT UAH

In a rare 1997 interview, noted historian Charles "Charlie" Morrissey said he believed he was among the first to make a living collecting oral accounts

of the past. Morrissey, whose career began four decades ago, recently paid a visit to UAH for a mini-lecture series.

He gave two talks as a featured guest speaker for the 2008-09 UAHuntsville Distinguished Speaker Series. Morrissey gave an Honors Forum Lecture "Oral History and the Modern Presidency." He also gave a history lecture entitled "Life and Memory in America: Oral History in the Age of Public Amnesia."

Morrissey is the oral history consultant for The Baylor College of Medicine and the Howard Hughes Medical Institute. He also serves as a consultant for the William J. Clinton Presidential History project in Arkansas.

His experience as a professional oral historian began nearly 40 years ago, when he was commissioned to record interviews with former members of the White House staff during the Harry S. Truman Administration. After President John F. Kennedy was assassinated, Morrissey was selected to direct the oral history project for the John F. Kennedy Library.

While directing an intensive two-year history of the Ford Foundation, Morrissey served as president of the U.S. Oral History Association. During the past three decades, his accomplishments have included the direction of an oral history of the United States Congress, lectures on oral history methodology and application at more than 50 colleges, and publication of more than 30 articles on the use of oral history as a research tool.

Morrissey's list of clients includes The Ford Foundation, The Carnegie Institute, The John F. Kennedy Library, Dartmouth College and Harvard University.

CARIBBEAN JAZZ MUSICIAN MAY PETERS LECTURES, PERFORMS AT UAH

Jazz musician May Peters was guest artist and lecturer during a recent visit to The University of Alabama in Huntsville.

Dr. Peters gave a music forum presentation of Afro-Caribbean music entitled "Jazz and Caribbean Music: How (and why) Do They Fit Together." She also performed with the UAH Jazz Ensemble in concert.

Born in Echt, Netherlands, Peters started playing the flute at the age of five. Three years later she became a member of the local brass band. She also became a horn player, and at fifteen she switched to trombone. At the time it was considered to be an instrument only for men. Peters learned the electric organ and graduated from the Conservatory-Maastricht in electronic organ, keyboard and synthesizer.

She also graduated from the Conservatory Hilversum, where she studied jazz trombone. Peters' passion was big band music and she played with the Glenn Miller Orchestra. Within pop music Peters has played with The Belushi Memorial Blues Brothers Band, as well as playing and arranging for many other Dutch and German pop groups on keyboard and trombone.

Last year, Peters was a visiting professor of music in the Jazz Department of Música Caribena of the Conservatory of Music in Puerto Rico. She taught trombone jazz and also served as assistant director for the Jazz Big Band and the Latin Caribbean Ensemble.

UAH INDUCTS 31 IN ODK SOCIETY INDUCTION CEREMONY

The Omicron Delta Kappa

(ODK) Leadership Society Induction ceremony was recently held on the UAH campus.

Kenneth Taylor, associate director of ODK in Lexington, KY, gave the keynote address. This year, 31 students, staff, and administrators were inducted into the UAH (ODK) Circle.

Student and faculty leaders founded Omicron Delta Kappa National Leadership Honor Society, in 1914 at Washington & Lee University in Lexington, VA. ODK founders formulated the idea that leadership of exceptional quality and versatility in college should be recognized, that representatives in all phases of college life should cooperate in worthwhile endeavors, and that outstanding students, faculty, and administrators should meet on a basis of mutual interest, understanding and helpfulness. The society recognizes achievement in scholarship, athletics, campus government, community service, religious activities, journalism, speech, creative and performing arts.

ODK was the first college honor society of a national scope to give recognition and honor for meritorious leadership and service in extracurricular activities and to encourage development of general campus citizenship. ODK Chapters, which we call Circles, are located on over 300 campuses throughout the nation.

SENATOR RICHARD SHELBY SECURES \$1.5 MILLION FOR UAHUNTSVILLE

The University of Alabama in Huntsville has received more than \$1.5 million from U.S. Senator Richard Shelby for work on the Intermodal Parking Facility in the center of the campus.

Senator Shelby said the money was awarded to UAHuntsville through the Department of Transportation's Federal Transit Administration. Senator Shelby, as a senior member of the Senate Appropriations Committee, was instrumental in securing this funding for the university.

"The southern part of the University of Alabama in Huntsville's campus has seen significant growth in recent years," said Shelby. "UAH will use this funding to continue construction of its parking facility. The additional parking will help meet the needs of students and researchers who will use the new campus research facilities."

UA ENROLLMENT REACHED RECORD 27,052 STUDENTS; FRESHMAN CLASS TOPPED 5,000

A record 27,052 students are enrolled at UA this fall. The entering freshman class, at 5,116, is the largest in UA history, and marks the first time that the freshman class has exceeded 5,000. Total enrollment is up by 1,472 students, or 5.75 percent, over fall 2007, and includes an increase of 12.7 percent, or 578 students, in the freshman class. This year's record enrollment represents a major step in UA's planned and steady growth toward total enrollment of 28,000 by 2010.

U.S. NEWS RANKED UA AMONG TOP 50 PUBLIC UNIVERSITIES ONCE AGAIN

UA is again ranked among the top 50 public universities in the nation, according to *U.S. News and World Report's* annual rankings for 2009. UA is ranked 37th among public national universities and 83rd among all universities, both public and private. In addition to the overall rankings, UA's

Culverhouse College of Commerce and Business Administration is ranked 29th among business schools at public universities and 52nd among business schools at all universities. UA has consistently been ranked among the top 50 public universities for the last several years.

UA'S MANDERSON GRADUATE SCHOOL ENROLLED RECORD M.B.A. CLASS

The Manderson Graduate School of Business at UA enrolled 78 students this fall, its largest full-time M.B.A. class ever. Students in the class of 2010 hail from nine countries and 29 different undergraduate institutions and will bring a wealth of diversity, work experience and academic excellence to the Manderson M.B.A. program. GMAT average, GPA, average work experience, and minority/international representation all increased with the Class of 2010, said Susan West, assistant dean for the Manderson Graduate School of Business and director of MBA Programs.

UA COMPUTER-BASED HONORS PROGRAM CELEBRATED BIG 4-0

The UA Computer-Based Honors Program recently celebrated its 40th anniversary. The CBH program provides exceptional undergraduate students majoring in any academic field the opportunity to engage in research projects with top professors by applying their intellect and computing skills. The program is highly selective and the program's students go through a rigorous series of computer education, research basics and project management courses. These vital skills are then put to use during the student's sophomore through senior years as they engage in a research project under the direction of a

faculty member. The CBH program and its students have received many national awards including being cited by the National Institute of Education as one of the top six most intriguing honors programs in the United States.

UA ENGINEERING PROGRAMS ACCREDITED BY ABET

The College of Engineering's degree programs have been accredited by the Engineering Accreditation Commission of ABET Inc., the recognized accreditor of college and university programs in applied science, computing, engineering and technology. ABET accreditation demonstrates a program's commitment to providing its students with a quality education. The following UA programs have been accredited by the Engineering Accreditation Commission of ABET: aerospace, chemical, civil, electrical, mechanical and metallurgical engineering, and the computer engineering option within the electrical engineering program. In addition, UA's computer science program has been accredited by the Computing Accreditation Commission of ABET. UA's construction engineering program does not yet qualify for accreditation review.

UA'S ALABAMA BUSINESS HALL OF FAME INDUCTED FIVE NEW MEMBERS

Five of the state's leading business and civic leaders were inducted into the Alabama Business Hall of Fame recently at a black-tie dinner at the Bryant Conference Center on campus. This year marks the 35th anniversary of the Hall of Fame, sponsored by the board of visitors of UA's Culverhouse

College of Commerce and Business Administration. The 2008 inductees are Dr. Derrill Crowe of Birmingham; Nimrod T. Frazer of Montgomery; James R. Hudson of Huntsville; Benjamin Russell of Alexander City; and James Thomas Stephens of Birmingham. More than 125 prominent business leaders have been inducted into the business hall of fame, and their likenesses are embossed on plaques that line the walls of the Hall of Fame Room in Bidgood Hall on the UA campus.

UA PROGRAM AIMED AT MANAGING AND PROTECTING WILDLIFE, ENVIRONMENT

A revised curriculum focused on protecting and managing Alabama's natural resources, which leads to a minor in natural resources management, is now available at UA. The minor, which is offered through the College of Arts and Sciences, is available to students majoring in either the College of Arts and Sciences or the Culverhouse College of Commerce and Business Administration. It was created from existing courses in biology, geological sciences and geography, along with advanced courses focused on water, timber, landforms and ecological relationships. The focus of the minor is interdisciplinary and practice driven with students having hands-on experiences, field trips and working internships – all of which will supplement what they learn in the classroom.

UA RURAL MEDICAL SCHOLARS PROGRAM ADDED AGRICULTURAL SAFETY AND HEALTH COMPONENTS

The Rural Medical Scholars Program at UA is now working with

UAB's Deep South Center for Occupational Safety and Health to add an agricultural safety and health component to the master's degree curriculum of the program. The training program, with an emphasis on agricultural safety and health, combines the expertise and resources of the Center with the Rural Medical Scholars Program and integrates UA's existing agromedicine program with other Center core programs. Funding from the National Institute of Occupational Safety and Health, a division of the Centers for Disease Control and Prevention, will be used to develop the new training program. The institute grant to the Deep South Center provides \$394,000 over four years to the RMSP to add the agricultural health and safety courses to the RMSP's rural medical education curriculum.

GROUNDBREAKING FOR NEW UA CAPSTONE COLLEGE OF NURSING HELD OCTOBER 10

The Capstone College of Nursing hosted a groundbreaking ceremony recently for a new facility that will provide state-of-the-art clinical instruction for UA nursing students working to counter a national nursing shortage. The new location for the Greek Revival style building makes the College a gateway announcing entrance to the UA campus. With completion of construction projected for fall 2010, the three-story 60,000 square foot building will aid in UA's efforts to respond to calls from the health care profession for more nurses. Enrollment in the Capstone College of Nursing has increased 213 percent since 2000 and, according to Nursing Dean Sara Barger, the need for a facility designed and dedicated solely

to nursing education has also grown. The College is currently housed in Russell Hall, which was designed as a student health center.

RECYCLING DOUBLES ON UA CAMPUS

Enrollment numbers are not the only ones growing on the UA campus as the number of tons of recyclable materials collected by UA over the past year has more than doubled from the previous year. Between October 2007 and September 2008, UA recycled 468 tons of material, said Tony Johnson, director of logistics and support services at UA. That figure represents a 151 percent increase over the 186 tons of recyclables UA collected during the same period the previous year. Johnson said six new agreements signed with four different recycling vendors during 2008 have increased the types of material UA can recycle as well as the amount of money UA earns from its recyclables.

RETIREMENTS/DEATHS**UAH****Retirements:**

Jorge I. Aunon, Dean, College of Engineering

Rozella P. Coggin, Administrative Assistant, Nano & Micro Devices Center

Glenda S. Motes, Executive Secretary II, Office of the Provost

Deaths:

Wilson J. Cartwright, Mechanic's Helper, Grounds Management

UA**Retirements:**

Dr. Mohamed Abdel-Ghany, Faculty, Consumer Sciences

Ludie B. Allen, Staff, Facilities

Ester Cade, Staff, Bryant Museum

Virginia C. Callis, Faculty, Clothing/Textiles

Richard S. Colquitt, Staff, Maintenance

William B. Connell, Staff, WVUA

Daniel Drill, Faculty, Music

Rebecca M. Edwards, Faculty, Nursing

Donny R. Lake, Staff, Telecommunications

Robert Palmer, Staff, Financial Affairs

David W. Patterson, Staff, Gymnastics

Betty P. Paulk, Staff, Brewer-Porch

Mark W. Shockley, Staff, Public Safety

Betty Teat, Staff, Financial Aid

Anderson Wynn, Jr., Staff, Law School

Deaths:

Sue Barrow, Retired Staff, Maintenance

Dr. John S. Bickley, Retired Faculty, Finance

Dr. William Doyle, Retired Faculty, Physics and Astronomy

Victor Ellis, Active Staff, Admissions

David Lee, Retired Staff, University Supply Store

Dr. Harold Mott, Retired Faculty, Electrical Engineering

Gaston Nichols, Retired Faculty, Chemistry

Mary L. Taylor, Retired Staff, CCHS

UAB**Retirements:**

Michael P. Agent, HVAC Mechanic, Campus Maintenance
 James J. Barnette, Professor Biostatistic/Biomathematics, Biostatistics
 Joan A. Camp, HIM Technician, Surgery Chair Office
 William L. Camp, Project Manager Facilities, Project Management Services
 Beverly A. Caver, Administrative Support Specialist, General Clinical Research Center
 Reginald Davis, Assistant Buyer, Support Services
 Christopher A. Davis, Transplant Coordinator, Transplant & General Surgical Services
 Winifred A. DiMicco, Assistant Professor Nursing (with Doctorate), Nursing Undergraduate Program
 Gloria Fanning, Administrative Support Specialist, Medical Publications
 William T. Forsee III, Research Associate, Microbiology
 Sandra K. Free, Medical Social Worker, Pediatric-Hematology/Oncology
 Sandra J. Haigh, Clinical Coordinator, Periodontology
 Thomas J. Harris, Maintenance Supervisor I, Campus Maintenance
 Jane P. Henderson, Patient Accounts Representative I, Comprehensive Dentistry
 Colleen Henling, Assistant Professor Anesthesiology Medical, Anesthesiology Chair Office
 David Hill, Bindery Worker Senior, Print Plant
 Carolyn S. Hollinghead, Research Specialist, Med - Preventive Medicine
 Clyde L. Houser, Machine Mechanic, Hospital Maintenance
 Daniel R. Lesnick, Associate Professor Social and Behavioral Sciences 9 Months, History
 Theresa Logan, Coordinator Data Collections, Medical Education
 Patricia A. Long, Nurse Manager, Cardiovascular Services
 Vicki A. McCain, Respiratory Therapist/Registered, Women's & Infants Services
 Kathy J. McConnell, Administrative Associate, Physiology & Biophysics
 Linda P. McCullough, Assistant Director Medical Student Services, Medical Student Services
 Elias Meezan, Professor Pharmacology, Pharmacology/Toxicology Chair's Office
 Zhiqi G. Pan, Research Instructor Medical MD, Molecular & Cellular Pathology
 Cynthia L. Payton, Registered Nurse, Cardiovascular Services
 Sondra J. Pfeiffer, Assistant Professor Lister Hill Library 12 Months, Lister Hill Library of Health Sciences
 Firoz G. Rahemtulla, Professor, Prosthodontics
 Percival L. Sadowsky, Professor/Chairman Dentistry DMD PC, Orthodontics
 Martha W. Simmons, Pathology Special Projects Manager, Clinical Pathology
 Bryant G. Speed, Clinical Professor Dentistry DMD Non-PC, Orthodontics
 Harry D. Speegle, Major Systems Specialist, Energy Management
 Mary J. Spicer, Office Associate I, Huntsville Med-Internal Medicine Program
 Susan A. Suter, Nurse Coordinator, Radiation Oncology Chair Office
 James P. Taylor, Computer Operator I, the University Computer Center
 Dieu V. Tong, Associate Librarian, Mervyn H. Sterne Library
 Frank E. Watkins Jr., Associate Professor Business 9 Months, Accounting & Information Systems

James R. Willett Jr., Instructional Design Specialist Senior, Civitan International Research Center

Edward L. Wills, Research Associate Professor, Physics

Deaths:

Marilyn A. Brown, Office Services Specialist III, Emergency Services Trauma/Burns

Lillie M. Farris, Nurse Registered

Stanley E. Hallman, Biomedical Equipment Technician II, Biomedical & Clinical Engineering

Mary Hamilton, Unit Secretary, Women's & Infants' Services

Tony S. Handley, Environmental Services Specialist - Campus, Building Services

Daphne P. Hendrix, Environ Services Specialist - Campus, Building Services

Jean E. Hickok, Telemarketer, UAB Center for Health Promotion

William R. Howell, Maintenance Warehouse Worker, Control Minor Construction

Mary G. Hulsey, Cardiac Monitor Technician

Florence Louise Lee, PRIOR TO HURS

Erdeal A. Moore, PRIOR TO HURS

William Stewart, Registered Nurse, Emergency Services Trauma/Burns

Carrie Williams, PRIOR TO HURS

Lula M. Williams, Nursing Assistant, Emergency Department

Sherrella S. Wilson, PRIOR TO HURS

Louise F. Wright, Environmental Services Specialist - Hospital, Environmental Services

Table of Contents

1.	PRIMARY TERM OF LEASE.....	2
2.	SECURITY FOR PERFORMANCE	2
3.	CONSIDERATION.....	4
	(a) Earned Royalty	4
	(b) Minimum Royalty	5
	(c) Faulty Practices, negligence or imprudence	7
	(d) Administrative Fee	7
4.	PAYMENT	8
5.	OVERBURDEN	9
6.	NOTICES.....	9
7.	INSURANCE.....	10
8.	ADDITIONAL LEASE PROVISIONS	10
9.	SPECIAL PROVISIONS	11
	A. Extended Term:	11
	B. Limited Access:	11
	C. Reservations:.....	11
	D. Best Practice in Mining:	11
	E. Assignment:.....	12
	F. Commencement or Abandonment of Operations	13
	G. Mining Plan	14

STATE OF ALABAMA)

WINSTON COUNTY)

LEASE OF COAL LANDS

This agreement is made and entered into on the _____ day of _____, 2008, by and between The Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama, Tuscaloosa, Alabama hereinafter called the "Lessor," and Haley Brothers' Coal, Inc., Inc., hereinafter called the "Lessee."

WITNESSETH

The Lessor, for the consideration hereinafter set forth, does lease and let unto the Lessee, for the purpose of surface Mining of coal or other stated minerals under the conditions and limitations hereinafter stated, the lands situated in Winston County, Alabama, as more particularly described in Exhibit B which is attached hereto and made a part hereof by reference. Said lands shall hereinafter be called the "Demised Premises."

1. PRIMARY TERM OF LEASE

The primary term of this Lease shall be for three (3) years, starting on the _____ day of _____, 2008, and terminating at 12:00 o'clock noon on the _____ day of _____, 2010. (Extensions of this Lease, if any, are provided for in Paragraph 9 hereof.

2. SECURITY FOR PERFORMANCE

(a) At the date of the execution of this Lease, Lessee shall deliver to Lessor security, in the form hereinafter described, in the amount of \$25,000 to secure, to the extent it is sufficient, the payment by Lessee of all monies due or that become due under this Lease and to secure the proper performance by Lessee of all of its obligations

hereunder, including without limitation mining coal and restoring the Demised Premises in accord with all standards hereof, payment of all royalty and other fees, submission of all mine and other maps and reports required to be delivered to Lessor under the terms of this Lease, surveying and replacing lost or damaged property corners, and making surveys to determine the extent of mining and volume of coal removed and any other minerals removed.

(b) Notwithstanding Lessor's acceptance of the security required by this paragraph, if the security furnished by Lessee is insufficient to make Lessor whole, to otherwise fulfill or complete the performance of Lessee's obligations hereunder, or to cure Lessee's default hereunder, then in addition thereto Lessor shall be entitled to pursue any and all remedies available under this Lease or at law or equity as provided by the laws of this or any other state or federal laws or regulations in order to secure full and complete performance of all of Lessee's obligations under this Lease.

(c) Notwithstanding the expiration or termination of this Lease, the full amount of the security shall remain in force and effect until the later of: (i) the term of the Lease plus any lease extensions, or (ii) until Lessee has complied in full with its obligations under this Lease.

(d) In addition to and not as waiver of the rights of the Lessor under Paragraph H of Exhibit A to this Lease, if Lessee shall default in the payment of any monies due to be paid pursuant to this Lease, or breach any of the other provisions of the Lease, then Lessor, at its option, may draw upon or negotiate all or a portion of the security required by Paragraph 2(a) hereof to the extent necessary or required to cure Lessee's default. In the event the Lessor draws upon said security, Lessee agrees to restore the security to the full

amount specified in Paragraph 2(a) hereof within fourteen (14) days after written notice from Lessor requesting Lessee to do so. In addition to the other grounds for termination hereunder, Lessee's failure to maintain the security in the full amount specified in Paragraph 2(a) shall entitle Lessor to terminate this Lease.

(e) For the security required by Paragraph 2(a) hereof, Lessee shall furnish an unconditional, clean, stand alone, irrevocable letter of credit for the amount specified in Paragraph 2(a). The letter of credit must be in a form and issued by a bank or lending institution acceptable to the Lessor, must be valid, and be kept in effect for the entire period of time required by Paragraph 2(c) hereof. Lessor reserves the right to accept from Lessee other forms or types of security and upon such terms and conditions as Lessor deems may be in its best interest.

3. CONSIDERATION

(a) Lessee shall pay to Lessor earned royalty as follows:

(1) Surface Rights Only. Lessee shall pay to the Lessor as earned royalty on all merchantable coal mined from the Surface Rights Only Property which are a part of the Demised Premises (FOB mine pit or the stockpile) the minimum sum of \$3.5 per ton of 2000 pounds or 6 percent (6%) of the Gross Sales Price per ton, whichever is greater.

(2) Lessee shall pay to Lessor as earned royalty on all gravel and any other mineral, including both common and those subject to mineral ownership, mined from the Demised Premises the sum of five (5%) percent of the gross sales price or \$0.25 per ton of 2000 pounds.

(3) For the purposes of subparagraphs A-1 and A-2 above, the term "Gross Sales Price," shall mean all payments made to Lessee in connection with the sale of coal mined hereunder, including, without limitation, royalty reimbursements, if any, received by Lessee from the purchaser of the coal, the actual sale price paid to the Lessee, plus "BTU Bonus" or minus "BTU Penalty" on coal sold, without any deduction for sales commissions, brokerage fees, handling charges, or any other charges, expenses, or fees whatsoever; however, in the case of coal mined from seams underlying the Demised Premises and sold FOB some point other than the mine pit (or stockpile), the Gross Sales Price shall be determined by deducting from the sales price at which such coal is actually sold all transportation and handling charges beyond the mine pit (or stockpile), actually paid by Lessee, as shown by invoices or other statements issued by such third parties but without deduction for sales commissions, brokerage fees, or any other charges or fees whatsoever. In the case of washed coal, all earned royalty and other calculations will be based on clean, merchantable tons of coal as shown on third party invoices. In the case of such transportation and handling performed by Lessee or by other persons, firms or corporations related to or affiliated with Lessee, such transportation and handling charges shall not exceed the amount of the charges which would have been incurred had such handling and transportation been performed by non-related, unaffiliated entities.

(b)

(1) Lessee shall pay to Lessor a minimum royalty of Seven Hundred Fifty

(\$750.00) Dollars per month notwithstanding the earned royalties due under Paragraph 3(a) hereinabove. The first minimum royalty payment shall be made at the time of the execution of this Lease, and a like payment shall be made on the twentieth (20th) day of every month thereafter throughout the term of the Lease in accordance with the provisions of Paragraph 4 - PAYMENT. Failure to pay minimum royalty payments as specified herein shall entitle Lessor to terminate this Lease according to procedures established in Paragraph H-1 of Exhibit "A" to this Lease.

(2) Minimum royalty payments shall be credited against earned royalty. Earned royalty shall be applied as follows: First, to the minimum royalty payment due for the month in which the production occurs on which such earned royalty is based; and second, to minimum royalty payments for each month, in inverse chronological order, during the immediately preceding twenty-three (23) month period. If at any time during the term or extended term of this Lease the total amount of minimum royalty payments for any 24-month period exceeds the amount of earned royalty for the same 24-month period, then the amount of minimum royalty in excess of earned royalty for the earliest month in said 24-month period shall lapse and shall no longer be deemed recoverable by Lessee as a credit against future earned royalties.

(3) The minimum royalty payments herein provided for shall not be suspended for any cause whatsoever unless the mining of coal hereunder is prevented for any full calendar month during the primary or any extended term of this Lease by one or more of the following events: (1) Any strike or stoppage of

miners which is general in the district in which the Demised Premises are located (unless caused or brought on by Lessee's action or failure to act), (2) war, (3) act of God, or (4) riots or other civil disturbances interfering with the mining operation. If the mining of coal hereunder is prevented for any full calendar month of one or more of the aforementioned events, the minimum royalty payment provided herein shall be suspended for that month, but no such suspension shall serve to extend the term of the Lease, and all suspended minimum royalties shall be paid to Lessor at the end of the period of suspension. In no event shall the duration of the suspension of the payment of minimum royalty payments be longer than six (6) months.

(4) It is further understood and agreed by Lessee that it is obligated to pay Lessor minimum royalty payments during the primary term and any extended term of this Lease whether or not the removal of all coal is economically feasible or practical.

(c) If, prior to the termination or expiration of this lease, Lessee, (i) fails to mine all coal which can be economically mined or (ii) renders economically unrecoverable coal which would have, but for the acts of Lessee, been economically mineable, the engineers of Lessor shall estimate the quantity of such economically mineable coal lost due to Lessee's actions. Lessee shall pay Lessor rent at the actual earned royalty rate provided for in this lease for the quantity of coal determined by Lessor's engineers to have been lost, and such rent payments shall be made within thirty (30) days after demand by Lessor.

(d) In addition to the royalty payments required by this paragraph, commencing on the ____ day of _____, 2008, and thereafter on the same day

of each year of lease term Lessee shall pay to Lessor a lease administration fee of Two hundred fifty and No/100 (\$250.00) Dollars. This annual administration fee shall be made payable to The University of Alabama and mailed to the address stated in paragraph four (4) below.

4. PAYMENT

(a) All earned royalty on coal shall be paid twenty (20) days after the end of the calendar month that said coal was removed from the Demised Premises. Any earned royalty payment due and not received by the 20th day of the month in which due will constitute a default hereunder and entitle Lessor to terminate this Lease.

(b) The first minimum royalty payment shall be made upon execution of this Lease. Thereafter, future minimum royalty payments shall be due and payable on the twentieth (20th) day of each month during the primary term, and any extended renewal term, of this Lease. Lessee shall indicate on each minimum royalty check the month for which the payment is being made. Any minimum royalty payment which is due and has not been received by the last day of the month in which it is due will constitute cause for termination of this Lease.

(c) Any earned royalty payment or minimum royalty payment which is made more than twenty (20) days after its due date hereunder shall bear interest during the period of delinquency at the average of the monthly prime rate for commercial loans as set by the Bank of Tuscaloosa, Tuscaloosa, Alabama. Such interest will be due and payable together with the royalty payment when said royalty payment is made.

(d) All checks for royalty payments should be made payable to "The University of Alabama." Payments should be mailed to:

Land Management Office
The University of Alabama
Box 870176
Tuscaloosa, AL 35487-0176

5. OVERBURDEN

Both parties further agree that the entire coal bearing area is to be surface mined to a depth necessary to recover the maximum amount of coal from the Blue Creek and Mary Lee Seams as long as the thickness and quality of the coal in the Blue Creek Seam and Mary Lee Seam justifies economically its removal. Notwithstanding any other provision of this Lease, it is agreed that all coal with an overburden not in excess of ____ feet is deemed economically recoverable. Lessee's non-removal of coal in the Blue Creek Seam or Mary Lee Seam or Lessee's failure to mine any portion of the coal bearing area shall require prior written notice to Lessor which sets forth in detail all reasons on which Lessee relies for its non-removal of coal or failure to mine. Lessee's failure to provide such advance written notice shall constitute imprudence on Lessee's part and entitle Lessor to payment for such unmined coal pursuant to Paragraph 3(C) hereof. All final cuts and high walls shall be back filled with additional backfilling as necessary, leveled or graded in order to provide slow drainage, to eliminate any standing water ponds, and to restore the surface of the land to a gently sloping or rolling contour.

6. NOTICES

Notices hereunder shall be deemed sufficient by mailing by registered mail return receipt

requested, any notice herein required for the Lessee at the following address:

Mr. Doug Bryan
Haley Brothers Coal, Inc.
3024 Byler Road
Eldridge, Alabama 35554

and for the Lessor at the following address:

Land Manager
The University of Alabama
Box 870176
Tuscaloosa, AL 35487-0176

7. INSURANCE

Lessee agrees to carry comprehensive general public liability and property damage insurance, including automobile and vehicular coverage, in amounts of not less than \$1,000,000 bodily injury and \$1,000,000 property damage plus a minimum of \$3,000,000 excess liability coverage. The insurance policies shall be written by insurance companies with an A.M. Best rating of A- VII and which are licensed to do business in the State of Alabama. On or before the execution of this Lease, Lessee will deliver to Lessor a certificate of insurance evidencing the insurance required by this paragraph. Such policy or policies of insurance must list the Lessor as an additional insured thereon. Any change in insurance coverage of Lessee during the term of this Lease must be submitted in writing to Lessor at least 10 days prior to the change in coverage. Further, upon receipt of a written request from Lessor, Lessee agrees to furnish to Lessor a copy of any insurance policy indicated on such certificate of insurance.

8. ADDITIONAL LEASE PROVISIONS

Attached hereto is Exhibit A which contains additional terms, covenants, and conditions

which are material to this Lease and which are wholly incorporated into this Lease by this reference thereto.

9. SPECIAL PROVISIONS

A. **Extended Term:** This Lease may be extended for one (1) additional terms of one (1) year upon written request of Lessee given at least 120 days prior to the expiration date of the primary term of this Lease.

B. **Limited Access:** In the event Lessee is required to construct and maintain drainage structures, such as diversion channels and sediment ponds, in order to protect the environment, and such activity extends past the time for mining and reclamation of the Demised Premises by mandate of the Alabama Surface Mining Commission or its successor, then Lessee shall have a limited right-of-entry to the Demised Premises for the purpose of constructing and maintaining said structures.

C. **Reservations:** Lessor hereby reserves to itself, its successors and assigns, the paramount rights at all times during the term of the Lease, and any extension or modification thereof, to explore for, drill, test, mine, and remove from the Demised Premises all oil, gas, hydrocarbons, casinghead gas, occluded coal seam gas, petrochemicals, minerals, mineral substances, non-mineral substances, or any other substance(s) owned by Lessor other than said coal which Lessee is granted the right to mine and remove from the Demised Premises.

D. **Best Practice in Mining:** Lessee shall mine said coal, and conduct all operations and activities on the Demised Premises in accordance with the best mining practice so as to maximize recovery of all mineable coal, so that there will be no needless loss or waste of coal and so as to protect, as far as possible, the availability and value of

the Demised Premises for the future purposes of the Lessor, and shall conduct its operations in a manner that is satisfactory to Lessor. The term "best mining practice" as used herein shall mean those modern mining methods employed by a prudent mining operator using modern mining equipment and techniques in the conduct of diligent and aggressive mining operations in an attempt to recover the maximum amount of economically minable and merchantable coal. Lessee shall not be held liable for rendering any coal unrecoverable or uneconomically minable when such act is caused by the normal reclamation of the land mined hereunder as required by state or federal law. The requirements of this paragraph are in addition to and not in limitation of Lessee's obligations and responsibilities specified in Paragraphs E of Exhibit A hereto.

E. Assignment:

(1) This Lease inures to the benefit of, and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves, but neither Lessee nor any of Lessee's permitted assignees shall have the right to sell, transfer, mortgage, pledge, collateralize, pass, assign or sublease this Lease, or any interest in the Demised Premises, in whole or in part, without the express prior written consent of Lessor. Lessee may, however, allow the mining of coal on the Demised Premises by other parties, only on a contract or subcontract basis, upon the conditions that Lessee shall promptly notify Lessor in writing of such intent and desire, that Lessee furnish Lessor with a copy of said contract or subcontract, and that Lessee shall remain fully liable and responsible for the full performance, actions, and behavior and for the performance of all of Lessee's covenants, duties, and obligations to Lessor hereunder by said contractor or subcontractor. If in the

event an assignment of this Lease or any interest in the Demised Premises, in whole or in part, is consented to by Lessor, it is understood and Lessee irrevocably agrees that both Lessee and its assignee shall remain liable to Lessor for the full performance and discharge of every obligation owed Lessor hereunder.

(2) Lessee agrees that if any approved assignment, sale, sublease or amendment of this lease provides for payment of a higher or additional royalty (sometimes referred to as an overriding royalty) than the earned royalty provided for in this Lease, then in addition to the earned royalty provided for in this Lease, Lessee and/or its assignee, sublessee, or purchaser also shall pay to Lessor an amount equal to ONE-HALF of the difference between the earned royalty specified in Paragraph 3 of this Lease and the overriding or higher royalty to be paid to Lessee by the sublessee, assignee or purchaser.

F. Commencement or Abandonment of Operations: In addition to the notice required in paragraph F4 of Exhibit A, Lessee agrees to give Lessor at least seven (7) days' prior written notice of the date on which Lessee intends to commence mining operations on the Demised Premises. Lessee further agrees to furnish Lessor with written notice of the date that Lessee proposes to complete or abandon its mining operations on any portion of the Demised Premises. Such notice shall include a map which clearly indicates the area which Lessee proposes to abandon or on which mining will be completed and shall describe the details of the reasons on which Lessee relies for any such proposed abandonment or completion of mining; and Lessee's failure to provide such advance written notice shall create the conclusive presumption that the coal which Lessee abandons without mining was rendered economically unrecoverable by the act of Lessee

and shall entitle Lessor to payment for such unmined coal in accordance with Paragraph 3(d) hereof.

G. Mining Plan. Within thirty (30) days from the execution date of this Lease Lessee shall submit to Lessor a report of its mining and production plan for the Demised Premises. The report will include Lessee's estimate of mine development for the Demised Premises, an estimate of the coal to be removed and an estimate of the market and earned royalty value of the projected coal tonnages.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on the day and year first written above.

ATTEST:

LESSEE:
Haley Brothers Coal, Inc.

By _____
President

ATTEST:

LESSOR:
The Board of Trustees of The
University of Alabama, a public corp.

By _____
Vice President for Financial Affairs
and Treasurer
The University of Alabama
Tuscaloosa, Alabama

"EXHIBIT A" TO LEASE OF SURFACE LANDS

Section	Page
A. <u>LESSEE AN INDEPENDENT CONTRACTOR</u>	2
B. <u>CONFLICT OF LAWS</u>	2
C. <u>SURVIVAL OF LESSOR'S RIGHTS</u>	3
D. <u>AMENDMENT AND WAIVER</u>	3
E. <u>MINING LIMITATIONS</u>	3
F. <u>RECORDS AND REPORTS</u>	4
G. <u>DEFAULT AND TERMINATION</u>	8
H. <u>LESSOR'S LIEN</u>	11
I. <u>INDEMNIFICATION</u>	12
J. <u>RIGHTS-OF-WAY</u>	16
K. <u>TIMBER REMOVAL</u>	16
L. <u>ASSESSMENTS AND TAXES</u>	17
M. <u>MAINTENANCE OF PROPERTY</u>	17
N. <u>SECONDARY RECOVERY</u>	18
O. <u>RECLAMATION</u>	18
P. <u>CANCELLATION BY LESSEE</u>	21
Q. <u>ACADEMIC RESERVATION</u>	21
R. <u>TIME OF THE ESSENCE</u>	22
S. <u>HEADINGS NOT CONCLUSIVE</u>	22
T. <u>DEFINITIONS</u>	22

A. LESSEE AN INDEPENDENT CONTRACTOR

Lessee is an independent contractor, and Lessor shall have no control or right to exercise any control whatsoever over Lessee or Lessee's employees or agents in the exercise of their rights of operation under this lease. The right to inspect the Lessee's records and other rights herein reserved by the Lessor shall not give, or be deemed to give, Lessor the right to exercise control over the Lessee or Lessee's employees in its mining operations hereunder.

B. CONFLICT OF LAWS

In the event of any conflict between any regulations, ordinances, laws, statutes, or requirements of the Federal government, the State of Alabama and its counties or municipalities applicable to this lease and Lessee's operations thereunder and the provisions of the lease, those regulations, ordinances, laws, statutes or requirements shall control where performance or compliance with said regulations, ordinances, laws, statutes or requirements will meet or exceed the requisites of the conflicting provisions or requirements of this lease; provided, however, that where the provisions or requirements of this lease meet or exceed the standards of such regulations, ordinances, laws, statutes or requirements, the provisions or requirements of this lease shall control. In the event the higher degree of performance will not resolve the conflict, the Lessor may elect which regulations, laws or requirements of this lease it shall require to be enforced. Any such election shall be for the limited purpose of performing the terms of this lease only and shall not be deemed controlling between Federal and State governmental conflicts.

C. SURVIVAL OF LESSOR'S RIGHTS

The terms and provisions of this lease necessary to protect Lessor's rights and interest in and to the mining of the subject lands, reclamation of the subject lands, rent payments and any and all other rights held by Lessor hereunder shall survive the expiration or termination of this lease for any reason.

D. AMENDMENT AND WAIVER

1. This lease cannot be amended orally or unilaterally by either party. Lessor specifically states that any representation or amendment contrary to the terms of this lease made by any person on behalf of Lessor shall not be binding on Lessor unless said representation or amendment is in writing and executed by an official of Lessor having authority to bind Lessor.

2. No failure or failures to exercise any right by either party under this lease shall be deemed to be a waiver or bar to the subsequent exercise or enforcement by either party of any provision of this lease or any right of either party hereunder.

E. MINING LIMITATIONS

1. The use of explosives by Lessee shall comply with all the rules, regulations, standards, laws, and statutes of the State of Alabama and the Federal government and any regulations adopted pursuant to those laws.

2. Lessee agrees and understands that no auger mining is allowed on the demised premises without the express written permission of the Lessor.

F. RECORDS AND REPORTS

1. Lessee, and Lessee's agents and contractors, will keep faithful, accurate and legible records of the weights and quality of all coal mined from the demised premises and of the quantity and quality of all other coal blended or commingled therewith, as customarily and regularly recorded at Lessee's, or Lessee's agents and contractor's, offices. In order to verify the accuracy of certificates of weights and rent and tonnage reports furnished by Lessee, Lessor, by its officers, agents, employees, engineers, attorneys, accountants, or independent contractors, shall at all reasonable times have access to any records, books of account and other records required to be maintained by Lessee under this lease for the purpose of auditing, inspecting and copying such records, but said books and records shall not be conclusive to Lessor's rights. Lessor and its officers, agents, employees, engineers, accountants or independent contractors, shall have the right at any reasonable time and from time to time to visit, inspect, survey and measure all or any part of the demised premises for the purpose of determining the accuracy of Lessee's and Lessee's agents and contractor's records as to its mining on the demised premises, including but not limited to the amount of coal mined therefrom, and determining whether or not Lessee has complied and is complying with its obligations under this Lease. In order that Lessor may ascertain whether Lessee or Lessee's agents and contractors are mining in accordance with the provisions of this Lease, while this Lease is in force Lessee agrees that the entries and other workings in the mines of Lessee shall be kept reasonably open, unobstructed, and free from water in keeping with current mining practices to allow Lessor to make such

surveys and inspections as lessor may deem necessary. Lessee agrees that it, and its agents and contractors, will cooperate with and assist Lessor in such visits, inspections, surveys and measurements.

2. All rent or royalty payments shall be accompanied by a verified statement, signed by Lessee, or by a qualified officer on behalf of Lessee, which shall indicate the following: (a) each quarter-quarter section, range and township from which the coal or other mineral was removed; (b) the month in which the tonnage was mined; (c) the tonnage mined; (d) the float-sink percentages obtained on any coals processed by washing during the reported period, including how, when and where the percentages were obtained, and the tonnage reduction resulting therefrom; (e) any tonnage stockpiled and not sold as of the end of the month as well as any tonnage stockpiled and carried over from previous months into the month reported and the location of such stockpiles; (f) the gross sale price of the coal and sales price of gravel or other minerals with its point of sale and purchaser; (g) all adjustments to the gross sale price of the coal based on its BTU value, including any calculations needed to clearly show how the adjustment was calculated and the period being adjusted, which shall not be greater than quarterly without written agreement by Lessor; (h) any permissible deductions from the gross sale price based on hauling costs including any calculations needed to establish length of haul and the cost per mile per ton; (i) calculation of earned royalty due after crediting minimum royalty payments and in any case where the earned royalty based on percentage of gross sales price exceeds the royalty due when using the minimum price per ton earned royalty rate established in Paragraph 3--CONSIDERATION of the Lease,

the calculation of the gross sales price times the percentage royalty rate times the tonnage sold with resulting earned royalty due Lessor; (j) all laboratory reports of coal analysis as they are made available and truck weight tickets or other appropriate scale weight documentation in support of the tonnage reported on the verified monthly royalty statement; and (k) a map or blueprint as described in paragraph 3., below.

3. During periods of active coal mining operations, promptly after the end of each month of the calendar year, Lessee, or Lessee's agent or contractor, shall deliver to Lessor, at Lessee's sole expense, a map or blueprint prepared and certified as true and correct by an Alabama registered engineer showing the mining sequence and seam thickness of coal at reasonable intervals (not more than 200 feet in every direction) in the mining operations, the calculated acreage mined, the recovery factor, and volume of coal removed by area during said three-month period. The first map or blueprint shall be due at the end of the month in which coal removal commences. Lessee also shall furnish in a form acceptable to Lessor a log or complete cross-section of all exploratory test holes conducted on the demised premises during the term of this Lease. Each log or cross-section shall be furnished to Lessor within sixty (60) days after the exploratory test hole is made.

4. Lessee agrees to give Lessor at least seven (7) days prior written notice of the date on which Lessee intends to commence mining operations on the Demised Premises. In the event Lessee is mining the demised premises together with adjoining property and said mining activity shall require Lessee to interrupt its operations on Lessor's lands, Lessee shall notify Lessor of the interruption not less than twenty-one

(21) days before said interruption. Lessee also shall notify Lessor at least seven (7) days prior to resumption of operations on the demised premises. Lessee shall give Lessor at least forty-five (45) days advance written notice when Lessee proposes to complete or abandon the mining or removal of coal within any integral leased area. Such written notice shall include a map or plat indicating in detail the area which is to be abandoned or on which mining will be completed and shall describe the details of the reasons for any such proposed abandonment or completion of mining. Within thirty (30) days after receipt of Lessee's notice, Lessor shall inform Lessee whether Lessee's proposed completion or abandonment complies fully with the provisions of this lease. Upon receipt of Lessor's notice, the Lessee shall maintain and provide adequate ingress and egress to the mined area for a period of thirty (30) days to allow Lessor to perform engineering inspections.

5. In addition to the production and progress reports called for herein, Lessee agrees that it also will report annually on the first day in October its mining and production plans for subsequent years. As a minimum, the report will include Lessee's estimated mine development in all leased locations, an estimate of the coal tonnage to be removed, and an estimate of the market and royalty value of the projected coal tonnages.

6. Prior to the beginning of mining operations, Lessee shall submit to Lessor a Reclamation Plan approved by the Alabama Surface Mining Commission and a Water Pollution Abatement Plan approved by the Alabama Water Improvement Commission, or the successors of these agencies whether Federal or State.

7. Lessee agrees to maintain and keep available all records pertaining to its operations on the demised premises throughout the continuance of this Lease and for two years thereafter, except that truck weight tickets are to be retained for two years from the date they are issued.

G. DEFAULT AND TERMINATION

1. If Lessee defaults in payment of any amounts due to Lessor under this Lease, and such default shall continue for a period of fifteen (15) days (the "Payment Default Limit") after the date that Lessor gives written notice thereof to Lessee, then Lessor shall have the right at any time after the Payment Default Limit to terminate this Lease, and thereupon all rights of Lessee hereunder shall terminate; provided, however, if there is a dispute as to the amount of and Lessee, prior to the end of the Payment Default Limit, pays all amounts not in dispute and deposits the disputed amounts in an interest-bearing escrow account with a mutually acceptable escrow agent, then this Lease will not be considered in default for non-payment. Each party hereto shall be entitled to that portion of the interest earned by the escrowed monies that is attributable to the portion of escrowed monies each party receives upon settlement of the dispute.

2. If the Lessee (a) assigns, subleases, sells, transfers, mortgages, or pledges this Lease or its rights in the demised premises, in whole or in part, without the prior written consent of Lessor; (b) if the Lessee's interest hereunder is sold under execution or other legal process without the prior written consent of Lessor; (c) if at any time during the life of this Lease the Lessee becomes insolvent; (d) if Lessee is declared bankrupt in any bankruptcy proceeding instituted by or against said Lessee, including but not limited

to, a reorganization under Chapter 11 of the Bankruptcy Act; (e) if a receiver or trustee is appointed for the property of the Lessee (any reference to "bankruptcy" or term of bankruptcy includes present laws or subsequent laws amending or revising or rewriting the present Federal bankruptcy laws); or (f) if the rights herein granted by operation of law devolve or pass to a person other than to the Lessee, then, and in any of said events, Lessor shall have the right to terminate this Lease immediately upon the occurrence of any of the foregoing events by giving the Lessee written notice of termination, and Lessee shall be entitled to proceed under the terms hereof to protect its rights or claims protected hereunder. Lessee agrees to give Lessor written notice of any of the foregoing events not later than fifteen (15) days after notice to Lessee of the occurrence thereof.

3. If Lessee fails to comply with or breaches any or all of the terms, conditions, covenants and warranties of the Lease, other than its failure to pay amounts due, and other than as specified in Paragraph H(2), and Lessee fails to begin and continue good faith efforts to cure such failure or breach within a period of thirty (30) days after notification of such failure or breach has been given to Lessee, then Lessor shall have the right to terminate this Lease at any time thereafter by giving Lessee written notice of such termination. Upon the giving of such written notice of termination, this Lease and all rights granted to Lessee shall terminate.

4. If Lessee shall fail to keep or perform any of its obligations (other than its failure to pay) as provided for in the Lease, then Lessor may, (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving Lessee's default or releasing Lessee from

any obligation, and as an additional but not exclusive remedy, perform any such obligation, and all sums paid or incurred by Lessor and all necessary incidental costs and expenses incurred by Lessor in performing such obligation shall be deemed rent and shall be paid by Lessee to Lessor upon demand, and if not so paid by Lessee, Lessor shall have the same rights and remedies as specified in Paragraph H(1) in the case of default by Lessee in the payment.

5. Upon the occurrence of any event of default under subparagraphs 1, 2, or 3 of this Paragraph H, Lessor may, at its option, and in lieu of terminating this Lease, re-enter and take possession of the demised premises, and thereafter relet the same, or any part thereof, for the balance of the term hereof, or any part thereof, upon such condition as Lessor may deem proper. Neither re-entry nor reletting shall discharge Lessee for any of the agreements on its part herein contained, and Lessee shall make good to Lessor the difference, if any, between the amounts herein provided for and the reasonable market royalties and rentals being paid in the area at the time of such reletting. Lessee agrees to pay to Lessor, upon demand thereof, a reasonable attorney's fee in the event of employment of any attorney by Lessor, including without limitation the cost of Lessor's in-house counsel, to collect any rents, damages or amounts that may become due by Lessee under this Lease, to enforce the terms of this Lease, or in the event of the filing of suit against Lessor or unlawfully withholding possession of the demised premises, or to protect the interest of Lessor in the event Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of Lessee, or upon the interest of any Lessee under

this Lease, or on account of the violation of any of the terms, conditions or covenants on the part of the Lessee herein contained.

6. Failure to Exercise Remedies. No termination or re-entry hereunder by Lessor shall bar the recovery of accrued rents or damages for the breach of any of the terms, conditions or covenants on the part of Lessee herein contained. The receipt of rents after breach of covenant or after condition broken shall not be deemed a waiver by Lessor of its right to recover damages, nor shall failure of Lessor to recognize or act on any default by Lessee hereunder constitute a waiver of its rights later to act hereon or on any other default by Lessee hereunder.

H. LESSOR'S LIEN

1. All machinery, buildings, railroads, tramtracks and property of any and all kinds heretofore or hereafter placed on the demised premises by Lessee shall remain the property of Lessee. Nevertheless, it is understood and agreed that Lessor shall at all times have a lien and security interest on all such machinery, fixtures, improvements, stockpiled coal, and other property of every kind placed upon or in the demised premises by Lessee for any sums due Lessor under this Lease, and upon default continuing for 30 days in the payment of any sums due Lessor under this Lease, such lien and security interest may be enforced by the taking and sale of such property in the same manner as in the case of default under a security agreement governed by the Alabama Uniform Commercial Code.

2. Upon the expiration or termination of this Lease from any cause whatsoever, Lessee shall have the right, provided that all sums of money due Lessor by

Lessee shall have first been paid, within twelve (12) months from the date of expiration or termination to remove from the demised premises all tracks, structures, machinery, equipment, stockpiled coal and other property which Lessee may have placed upon the demised premises. If Lessee fails or refuses to remove its said property within twelve months after the date of termination of the Lease, then Lessor shall have the right to remove all such property or any part thereof from the demised premises and sell the same, and to apply the proceeds of any such sale as follows: First, to the payment of any expense incurred by Lessor in securing possession of said property, advertising, selling and conveying, including a reasonable attorney's fees, second, to the payment of all sums of money due to Lessor under the terms of this Lease or damages suffered by Lessor as a result of any act or omission of Lessee contrary to the terms of this Lease, excepting special, indirect or consequential damages; and third, the balance, if any, to be turned over to Lessee. Lessor and Lessee each shall have the right to purchase at any such sale.

I. INDEMNIFICATION

1. The Lessee hereby agrees to indemnify, protect and hold harmless the Lessor, its officers, trustees, employees, and agents, both in their official and individual capacities, from and against any and all claims whatsoever by any person, firm, or governmental entity or agency arising from mining, removing, preparing, or marketing of said coal or other minerals or otherwise resulting from Lessor's activities and operations pursuant to this Lease, including, but not limited to, the following:

(a) Any claims for damages which may accrue to the surface of any land not owned by Lessor, or any improvement located thereon, as a result of the mining, removing, preparing, or marketing of said coal, or through the moving, cracking, subsidence or sloughing of the surface of any portion of said land as a result of the exercise by Lessee of the rights herein granted.

(b) All claims for damages and/or removal or remediation costs and expenses arising out of Lessee's failure to comply with the ordinances, laws, statutes or regulations of a county or municipal government, of the State of Alabama, or of the Federal government including, specifically, Lessee's failure to comply with state and federal environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act (CWA), and the Clean Air Act (CAA), in connection with the exercise of Lessee's rights hereunder.

(c) All claims, suits, demands, judgments, decrees, loss, cost of expense, including attorney's fees and court costs, which may arise in connection with or on account of any one or more of the claims described in this Paragraph J.

2. It is recognized by Lessee that there are or may be abandoned mine workings in the vicinity of, or in, under, or upon, some or all of the demised premises. Nothing contained herein, nor any other information, oral, in writing, or by diagram, drawing or map, furnished by Lessor shall be construed as a warranty or representation of any kind regarding the location or condition of any such abandoned workings. Lessor

expressly states that it does not know definitely the location or condition of any such abandoned workings. Lessee expressly assumes all risks of every kind whatever with respect to mining at or near any such abandoned workings and, in addition to any other similar conditions contained herein, Lessee agrees to and does hereby indemnify and hold Lessor harmless from any and all claims of every kind in any way arising out of the presence of any such abandoned workings in the vicinity of, or in, under or upon any or all of the demised premises, or out of the condition of any such workings.

3. Lessee shall exercise at all times due vigilance against the starting and spreading of fires on or under the demised premises and on or under other lands of the Lessor or of third parties adjacent or contiguous to the demised premises. If during the term hereof fire from any cause at any time does start on, under or in the vicinity of the demised premises, Lessee shall at its expense promptly use every reasonable means to extinguish the flame and cooperate with all other fire personnel. Lessee shall be liable to Lessor for all consequences of fire caused by Lessee and its agents, servants, employees, and subcontractors.

4. Lessee agrees to pay all contributions, levies, taxes, or other sums, by whatever name called, for which Lessor might otherwise be or become liable for with reference to all wages or other sums paid employees of the Lessee whose labor enters into the production, shipment, or sale of any coal or other goods, wares, merchandise, or materials of any kind whatsoever produced under this Lease in all cases where such payments are required to be paid under any Federal or State claims whatsoever fixed or levied with reference to the wages of employees of the Lessee.

5. Lessee agrees, at its cost, to indemnify, protect and hold Lessor harmless against all claims, suits, demands, judgments, and decrees instituted or obtained by any third party, including any damages paid under the Alabama Workmen's Compensation Act, Federal Black Lung Law, or any similar law or laws.

6. Lessee, at its expense, shall re-establish any land corners removed, damaged or covered up by its operations and provide a map or plat of the relocated corners and reference marks as established and prepared by an Alabama registered land surveyor. It is further agreed that the Lessee shall be solely responsible for determining the location of all land lines of the demised premises, and Lessee shall protect and indemnify Lessor, including providing the defense of any law suit against Lessor, should Lessee get on or upon lands not owned by the Lessor.

7. Lessee agrees that it shall not, nor permit any third party to unlawfully store, generate, discharge, transport, bury, release, or otherwise dispose of any solid, waste, semi-solid, or contained gaseous materials that are identified as hazardous wastes pursuant to regulations promulgated under Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580) the Toxic Substances Control Act (40 U.S.C. §2601, et seq.), or other comparable federal or state laws and regulations, as the same may be amended from time to time, over, on, or under the demised premises. Lessee agrees to indemnify and hold harmless Lessor from and against any judgments, fines, costs (including costs of engineering studies and analyses), final decisions, settlements, reasonable attorneys' fees, or other litigation expenses in an administrative or judicial action brought or asserted against Lessor by the U.S. Environmental Protection Agency,

the Alabama Department of Environmental Management, or any other person, firm, corporation, or governmental authority for personal injuries or deaths or physical damage to property or natural resources, or costs and expenses associated with removal or remediation actions on all or a part of the demised premises as a result of a violation of CERCLA, RCRA, CWA, TSCA or CAA or any other federal or state environmental laws.

J. RIGHTS-OF-WAY

1. This Lease is SUBJECT to all easements or other rights now existing for railroads, public roads, private roads, transmission lines, telephone lines, pipelines, or other purposes affecting the demised premises.

2. The Lessee shall not grant rights-of-way for railroads, private roads, or other roads, or telegraph, telephone, or transmission lines, pipelines, or easements of any kind in or on the surface of the demised premises without the prior written consent of Lessor. Lessor reserves for itself all agricultural rights in the surface which the Lessee is herein granted the right to use, it being intended that the Lessee shall have only such use, it being intended that the Lessee shall have only such use of the surface of fee lands as is necessary for mining, removing, or marketing coal. The Lessee shall, without expense to Lessor, acquire and maintain possession of any necessary haulage way rights or other rights not owned by Lessor.

K. TIMBER REMOVAL

The Lessee shall give the Lessor at least one hundred and twenty (120) days written notice before commencing strip mining operations in any quarter-quarter section of the demised premises for the purpose of allowing the Lessor to remove the timber prior

to Lessee's operations. Lessee shall have the right to remove and waste all timber on such specified area if Lessor does not remove the timber within the one hundred and twenty (120) day period, provided the Lessor owns the fee or surface rights of said area as well as the timber. In the event Lessee does not notify Lessor at least one hundred and twenty (120) days prior to commencing surface mining operations in any quarter-quarter section, then Lessee shall be liable for and shall pay to Lessor the fair market value, as determined by Lessor's Forester, of the timber on said tract.

L. ASSESSMENTS AND TAXES

In accordance with applicable law Lessor shall assess the interests which it owns in the land described in this Lease, including unmined coal located thereon. The Lessee shall in accordance with law assess and pay ad valorem taxes on all structures, machinery, equipment, and other property now or hereafter located or placed by the Lessee within its mines or upon the demised premises. The Lessee shall also pay all so-called severance, tonnage, license, or privilege taxes on coal which the Lessee may mine or have the right to mine hereunder.

M. MAINTENANCE OF PROPERTY

Lessee shall maintain, restore, or replace all existing access roads or any new roads built pursuant to this Lease, including any adequate drainage facilities in connection therewith, which are located on the demised premises and which Lessee uses in connection with its operations hereunder.

N. SECONDARY RECOVERY

If any coal is lost by any coal processing method, whether now known or hereafter developed, and such coal is subsequently recovered by any recovery method, whether now known or later developed, then Lessor shall be paid for such coal subsequently recovered at the same royalty rate as other coals mined under this Lease. By way of example only and not in any way in limitation, some of the presently known coal processing methods which can result in subsequent recovery of coal lost in processing are coal washer, sediment or settlement ponds.

O. RECLAMATION

1. Before submitting its mining plan to the State of Alabama Surface Mining Commission, or its successor agency, Federal or State, as the case may be, Lessee shall consult with and acquire Lessor's approval as to the post-mining use for which the disturbed land is to be reclaimed. Lessee will also advise Lessor of the major elements of the Reclamation Plan.

2. Reclamation of disturbed and mined surface lands shall begin as soon as practical after the beginning of operations on said lands and shall be accomplished within the period set by law and regulation under the supervision of the Alabama Surface Mining Commission, or any successor agency. Lessee will reclaim Lessor's land to the standard prescribed by the Federal laws and regulations and those of any State agency charged with responsibility for reclamation of mined lands. The following minimum standards for reclamation shall be followed where Federal or State regulations do not control or do not exist, and in the event of a conflict between these standards and federal or state

standards, the more stringent standard is to be applied unless Lessor in writing agrees to the lesser standard:

- (a) Lessee shall begin regrading or contouring an area disturbed by its mining operations within one (1) year after initial disturbance by mining operations in that area. Complete reclamation of that disturbed area, including revegetation, shall be completed within one (1) year after final mining operations in this area.
- (b) All disturbed areas shall be revegetated with grasses and legumes as soon as possible to provide quick growth and cover to reduce erosion. Seed varieties must be approved in advance by Lessor's Forester. Herbaceous vegetation shall cover at least 70% of each disturbed area.
- (c) Lessee shall handle spoil and reclamation in such manner that each disturbed area shall have a gentle, rolling contour suitable for machine planting and harvesting of timber, leaving no toxic materials or boulders exposed, no water impounded, and no steep slopes, sharp peaks or deep depressions.
- (d) Shale and stone areas shall be covered with topsoil or overburden material.
- (e) Soil samples of each disturbed area shall be taken and analyzed by Auburn University Extension Service or by other soil testing laboratories approved by Lessor, and as shown by the soil sample test fertilizers shall be added as needed to insure revegetation of ground cover and tree type selected. A

copy of all soil samples and test results shall be sent to the Lessor's Office of Land Management.

- (f) Each entire reclaimed disturbed area shall be subsoiled (scarified to minimize compaction) immediately prior to planting. The final seed bed must be examined and approved in writing by Lessor's Land Management Department before planting commences.
- (g) Pine seedlings shall be planted on all disturbed areas during the planting season following completion of regrading, contouring and grassing. For the purpose of this Lease, the planting season for pine seedlings shall be considered to consist of the months of December, January, February, and March. In the event that regrading, contouring and grassing are completed during the months of December, January or February, the land shall be planted in pine seedlings no later than March 30 of the same planting season. If regrading, contouring, and grassing are completed during or after the month of March, then depending upon the amount of time required for planting, the planting of pine seedlings may be delayed until the following planting season.

Pine seedlings shall be planted at the rate of 650-700 well-spaced seedlings per acre. The species of trees will be designated by Lessor's Forester. Survival of healthy seedlings must average at least 450 seedlings per acre three years after planting.

P. CANCELLATION BY LESSEE

Subject to Lessor's written consent, which consent will not be unreasonably withheld, Lessee by giving Lessor thirty (30) days' written notice shall have the right to terminate this Lease, in whole or in part, subject to fulfilling its reclamation obligations, for any of the following reasons: (a) that the coal, or other leased mineral, does not exist in a quantity that can be economically mined or is unmerchantable quality, (b) that the coal, or other leased mineral, cannot be mined without incurring unreasonable expense or employing extraordinary means, (c) that the presence of slips, faults, or other physical conditions prevent mining by ordinary and accepted mining practices, or (d) that all economically mineable coal, or other mineral, has been mined and removed from the demised premises.

Q. ACADEMIC RESERVATION

Lessee recognizes Lessor's position as a public, educational institution involved in teaching, research, and service, and as a consequence Lessor, its faculty, students, and other agents, may avail themselves of the demised premises and Lessee's operations therein, thereon or thereunder, for the public good, SUBJECT to Lessee's right to enjoy the use of the demised premises in accordance with the terms of this Lease, of which this exhibit is a part, without unreasonable interference or intervention on the part of Lessor, and subject further to Lessor providing written notice to Lessee at least fourteen (14) days in advance of any such educational visit.

R. TIME OF THE ESSENCE

Time is of the essence of every term and condition of this Lease unless otherwise provided for herein.

S. HEADINGS NOT CONCLUSIVE

The descriptive headings to the paragraphs containing the terms and provisions of this exhibit are not to be construed as conclusive as to the meaning of the content of the paragraphs which they precede.

T. DEFINITIONS

All terms defined in the Lease, and in this Exhibit A, shall have the same meaning throughout both documents, without regard to where defined.

"EXHIBIT B"

Attached to and made part of that certain Lease of Coal Lands dated _____, between The Board of Trustees of The University of Alabama, as Lessor, and Haley Brothers Coal, Inc., as Lessee. The following lands are located in Winston County, Alabama:

Township 12 South, Range 10 West

Section 16: NE/4 of the SE/4 Surface Rights Only

containing 40 acres, more or less.

RESOLUTION

LEASE OF COAL LANDS AMENDMENT

WHEREAS, The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama, leased certain coal lands to Jim Walter Resources, Inc., pursuant to a lease dated June 26, 1974; and

WHEREAS, the appropriate officials at the University have made a careful study of the request by Jim Walter Resources to amend the existing lease to add approximately 1,240 acres of land and to provide for an additional renewal term of 10 years, which is exercisable at the option of Jim Walter Resources, and recommend its approval to the Board;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of The University of Alabama that it hereby approves the above-described lease amendment which is attached hereto as Exhibit "A" relating to the lease of coal lands between the Board and Jim Walter Resources, Inc.

BE IT FURTHER RESOLVED that Robert E. Witt, President, Lynda Gilbert, Vice President for Financial Affairs and Treasurer, or those officers named in the most recent Board Resolution granting signature authority for The University of Alabama be, and are hereby, authorized and empowered for and on behalf of the Board to do any and all things necessary or desirable to make, execute, and deliver the above-mentioned lease amendment.

BE IT FURTHER RESOLVED that the Secretary of the Board of Trustees be, and he hereby is, authorized and empowered to attest the execution of said lease and to affix the corporate seal of said Board thereto, and that said President, Vice President or other Officer and Secretary be, and they hereby are, further authorized and empowered to do any and all things necessary or desirable to effectuate the lease on the terms set out above.

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

Amendment to Lease of Coal Lands with Coal Degasification Rights

This Amendment (the "Amendment") is made and entered into on the _____ day of _____, 2008, by and between **The Board of Trustees of The University of Alabama**, a corporation, hereinafter referred to as "Lessor," and **Jim Walter Resources, Inc.**, an Alabama corporation, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor and Lessee have heretofore entered into a *Lease of Coal Lands* dated June 26, 1974, which Lease has been amended on several occasions; and

WHEREAS, the parties desire to further amend the Lease by (i) adding additional lands to the Lease, (ii) extending the term of the Lease, and (iii) making the further amendments set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein and the further sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Lease as follows. Except as herein amended, the parties do hereby adopt, ratify and confirm the Lease, as heretofore amended and as herein amended. To the extent of a conflict between the terms of this Amendment and the Lease, or any prior amendments thereto, the terms of this Amendment shall control and prevail.

1. **The term of this Lease** with respect to the mining of coal (the "Term"), as to both the 2008 Lands and other lands covered by this Lease, is extended to June 26, 2029.

2. **The land and premises described on Exhibit "A,"** attached to and made a part of this Amendment (the "2008 Lands") are hereby granted, demised, leased and let to Lessee for the purpose of removing, mining and recovering coal located in, or under the tracts of land above described, in the Blue Creek Seam or the lower bench of the Mary Lee Seam.

3. **Section 1 of the Lease is amended to read as follows:**

1. The above described land and premises are hereby granted, demised, leased and let to Lessee for the purpose of removing, mining and recovering coal located in, or under the tracts of land above described, in the Blue Creek Seam or the lower bench of the Mary Lee Seam; and for

the further purpose of conveying through and under said lands coal, men and materials, and the waste products of mining, recovered from this seam of coal on said lands or on any adjacent or other lands; and said rights of ingress or egress and way leave and haulage through such workings as Lessee may cause to be made through the demised land underground shall continue during the whole term, including any renewal of this lease without other or further consideration than payment of rentals and royalties as in this agreement set forth. At the expiration or termination of this agreement except in the event of termination on notice as provided in paragraph (9) hereof of all the other rights and privileges herein granted to Lessee, and if Lessee has fulfilled all of its obligations hereunder, and so long as Lessee continues to pay the minimum monthly royalties, the Lessor further grants to Lessee the right to use the said haulage-ways and air courses opened or constructed in, under or upon said lands for the purpose of removing coal, men and material from other land for the life of the mine or mines from which the lease coal is recovered.

4. Section 2 of the Lease is amended to read as follows:

2. The Lessee hereby agrees to indemnify, protect and hold harmless the Lessor, its officers, trustees, employees, and agents, both in their official and individual capacities, from and against any and all claims whatsoever by any person, firm, or governmental entity or agency arising from mining, removing, preparing, or marketing of said coal or other minerals or otherwise resulting from Lessor's activities and operations pursuant to this Lease, including, but not limited to, the following:

(a) Any claims for damages which may accrue to the surface of any land not owned by Lessor, or any improvement located thereon, as a result of the mining, removing, preparing, or marketing of said coal, or through the moving, cracking, subsidence or sloughing of the surface of any portion of said land as a result of the exercise by Lessee of the rights herein granted.

(b) All claims for damages and/or removal or remediation costs and expenses arising out of Lessee's failure to comply with the ordinances, laws, statutes or regulations of a county or municipal government, of the State of Alabama, or of the Federal government including, specifically, Lessee's failure to comply with state and federal environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act (CWA), and the Clean Air Act (CAA), in connection with the exercise of Lessee's rights hereunder.

(c) All claims, suits, demands, judgments, decrees, loss, cost of expense, including attorney's fees and court costs, which may arise in connection with or on account of any one or more of the claims described in this Section.

(d) All claims, suits, demands, judgments, and decrees instituted or obtained by any third party, including any damages paid under the Alabama Workmen's Compensation Act, Federal Black Lung Law, or any similar law or laws.

5. Section 4 of the Lease is amended to read as follows:

4. (a) Lessee shall pay to Lessor as royalty on all merchantable coal actually mined from the demised premises, the following:

(1) The sum of two dollars and fifty cents (\$2.50) or eight percent (8%) of the selling price, f.o.b. mine after washing, whichever is greater, for each ton of 2,000 pounds of merchantable coal actually mined from the 2008 Lands. For all other lands covered by the Lease, the sum of Two dollars and Ten cents (\$2.10) or seven percent (7%) of the selling price, f.o.b. mine after washing, whichever is greater, for each ton of 2,000 pounds of merchantable coal actually mined.

(2) For the purpose of calculating the royalty as above provided, the term "Selling Price" as used herein shall mean the actual gross selling price to the ultimate consumer f.o.b. the loading plant after final preparation and loading but without any deduction for sales commissions or any other charges whatsoever, plus royalty reimbursements, if any, received by Lessee from the purchaser of the coal, plus "BTU Bonus" or minus "BTU Penalty" on coal sold. In case of any coal not sold at arms-length or consumed, on or off the leased premises without sale, by Lessee, the "Selling Price" for the purpose of calculating the royalty shall be the "Selling Price" for steam or metallurgical purposes depending on use as above provided, for comparable coal sold in arms-length transactions. In the event Lessee has no sales of comparable coal for either steam or metallurgical use as is appropriate in arms-length transactions, then the "Selling Price" shall be the "Selling Price" for which others, in the market area, have sold comparable coal, said "Selling Price" to be determined at the time of shipment or if used on the premises at the time of use. There shall be no deduction for taxes, including severance taxes, which are levied by Federal, State and Local governmental entities, Lessor being exempt from such taxes.

In the event Lessee shall mix coal produced hereunder with other coal prior to shipment, Lessee shall determine, for such month, the percentage of total coal shipments from the mine which were sold or used for metallurgical purposes and also the percentage of total coal shipments from

the mine which were sold for steam purposes. The percentages thus determined shall be applied to the tonnage mined from the leased premises in calculating the royalty payment due.

(3) Said payment shall be based on mine weights, which shall show the exact amount of coal mined during the last preceding month. Mine weights shall mean weights, after making proper allowance for rock and washer loss as determined by such proper and accurate method or methods as from time to time may be agreed upon between the parties. Any unresolved disagreement as to the amount of coal mined, the extent of rock and washer loss, royalty payments, including determination of percentage of commingled coal or otherwise in connection with the mining of said coal shall be resolved pursuant to the dispute resolution provisions hereof. Royalties on all coal actually shipped shall be paid within fifteen (15) days after the end of the calendar month such coal is shipped. Royalties on any coal mined but not shipped shall be paid at the rates hereinabove provided within ninety (90) days after mining. All rent or royalty payments shall be accompanied by a verified statement, signed by Lessee, or by a qualified officer on behalf of Lessee, which shall indicate the following: (a) the month in which the tonnage was mined; (b) the tonnage mined; (c) all adjustments to the gross sale price of the coal based on its BTU value, including any calculations needed to clearly show how the adjustment was calculated and the period being adjusted, which shall not be greater than quarterly without written agreement by Lessor; and (d) any permissible deductions under this lease from the gross sale price.

(b) Lessee shall pay to Lessor during the original term hereof and any renewal thereof a minimum monthly royalty of Ninety-Five Hundred Dollars (\$9,500) Per month for the acres under the Lease of Coal Lands dated June 26, 1974 and its amendments and "the 2008 Lands" during each month this lease is in effect. Any minimum royalty due hereunder shall be paid not later than the 15th day of the month next succeeding its accrual. Should Lessee be unable to mine said coal during any fourteen (14) or more calendar days in any calendar month as a result of a nation-wide strike in the coal industry, or any other cause which in the sole judgment and discretion of the Lessor warrants a waiver of minimum royalty, then minimum royalty for such month shall be waived. Any amounts paid by Lessee to Lessor as monthly minimum royalty in excess of actual royalty due for said month shall be considered as advance royalty and shall be recoverable by Lessee from royalties due on actual production during any subsequent month within thirty-six (36) months after the advance royalty is paid.

(c) Statements, verified by affidavit from the Lessee, shall the preceding month or months and payments herein provided for, are to be made to **The University of Alabama, P.O. Box 870176, Tuscaloosa, Alabama 35487-0176**

6. Section 5 of the Lease is amended to read as follows:

5. The Lessee shall have no right to use any of the timber on the lands leased hereunder except upon written permission from Lessor; in the absence of such written permission the timber on lands owned by Lessor to be used by Lessee for the sinking of any shafts or construction of roads or haulage-ways shall, unless previously removed by Lessor, be removed by Lessee from the area to be so utilized and placed adjacent thereto for disposal by Lessor, and Lessor notified thereof in writing, or if not so removed by Lessee, the stumpage value for all timber damaged or destroyed as a result of Lessee's operations hereunder shall be paid by Lessee to Lessor at the rate prevailing at the time of said damage or destruction, as reasonably determined by the Lessor's forester.

However, Lessee may give notice of its intent to utilize said land or a portion thereof, ninety (90) days prior to said mining whereby it shall be the Lessor's duty to remove said timber within said ninety day period. Lessee shall not be liable for any timber removed by Lessor.

7. Section 6 of the Lease is amended to read as follows:

6. Lessee, in all of its operations hereunder, will comply with all applicable laws heretofore or hereinafter enacted by the United States of America, the State of Alabama as well as all applicable County, municipal and local laws relative thereto including all applicable rules and regulations promulgated by any Federal, State, County, Municipal or local governmental agency having jurisdiction over the matter. Lessee agrees that it shall not, nor permit any third party to unlawfully generate, discharge, bury, release, or otherwise dispose of any solid, waste, semi-solid, or contained gaseous materials that are identified as hazardous wastes pursuant to regulations promulgated under Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580) the Toxic Substances Control Act (40 U.S.C. §2601, et seq.), or other comparable federal or state laws and regulations, as the same may be amended from time to time, over, on, or under the demised premises. Lessee agrees to indemnify and hold harmless Lessor from and against any judgments, fines, costs (including costs of engineering studies and analyses), final decisions, settlements, reasonable attorneys' fees, or other litigation expenses in an administrative or judicial action brought or asserted against Lessor by the U.S. Environmental Protection Agency, the Alabama Department of Environmental Management, or any other person, firm, corporation, or governmental authority for personal injuries or deaths or physical damage to property or natural resources, or costs and expenses associated with removal or remediation actions on all or a part of the

demised premises as a result of a violation of CERCLA, RCRA, CWA, TSCA or CAA or any other federal or state environmental laws.

8. Section 7 of the Lease is amended to read as follows:

7. Lessee agrees to carry comprehensive general public liability and property damage insurance, including automobile and vehicular coverage, in amounts of not less than \$1,000,000 bodily injury and \$1,000,000 property damage plus a minimum of \$20,000,000 excess liability coverage. On the fifth anniversary of this Lease, and at the end of every five year period thereafter, Lessor shall have the right to require Lessee to increase such excess liability coverage amount to such amounts as are commercially reasonable for leases of the kind and character of this Lease. The insurance policies shall be written by insurance companies with an A.M. Best rating of A+ and which are licensed to do business in the State of Alabama. Lessor shall have the right to require Lessee to increase said minimum amounts from time to time during the Primary Term or any Extended Term of this Lease to such amounts as are commercially reasonable for leases of the kind and character of this Lease. On or before the execution of this Lease, Lessee will deliver to Lessor a certificate of insurance evidencing the insurance required by this paragraph. Such policy or policies of insurance must list the Lessor as an additional insured thereon. Any change in insurance coverage of Lessee during the term of this Lease must be submitted in writing to Lessor at least 10 days prior to the change in coverage. Further, upon receipt of a written request from Lessor, Lessee agrees to furnish to Lessor a copy of any insurance policy indicated on such certificate of insurance.

9. Section 9 of the Lease is amended to read as follows:

9. DEFAULT AND TERMINATION.

(a) If Lessee defaults in payment of any amounts due to Lessor under this Lease, and such default shall continue for a period of fifteen (15) days after the date that Lessor gives written notice thereof to Lessee (the "Payment Default Limit"), then Lessor shall have the right at any time after the Payment Default Limit to terminate this Lease, and thereupon all rights of Lessee hereunder shall terminate; provided, however, if there is a dispute as to the amount of and Lessee, prior to the end of the Payment Default Limit, pays all amounts not in dispute and deposits the disputed amounts in an interest-bearing escrow account with a mutually acceptable escrow agent, then this Lease will not be considered in default for non-payment. Each party hereto shall be entitled to that portion of the interest earned by the escrowed monies that is attributable to the portion of escrowed monies each party receives upon settlement of the dispute.

(b) If the Lessee (a) assigns, subleases, sells, transfers, mortgages, or pledges this Lease or its rights in the demised premises, in whole or in part, without the prior written consent of Lessor; or (b) if the rights herein granted by operation of law devolve or pass to a person other than to the Lessee without the prior written consent of Lessor, then, and in any of said events, Lessor shall have the right to terminate this Lease immediately upon the occurrence of any of the foregoing events by giving the Lessee written notice of termination, and Lessee shall be entitled to proceed under the terms hereof to protect its rights or claims protected hereunder. Lessee agrees to give Lessor written notice of any of the foregoing events not later than fifteen (15) days after notice to Lessee of the occurrence thereof.

(c) If Lessee fails to comply with or breaches any or all of the terms, conditions, covenants and warranties of the Lease, other than its failure to pay amounts when due, and other than as specified in Paragraph 9(b), and Lessee fails to begin and continue good faith efforts to cure such failure or breach within a period of thirty (30) days after notification of such failure or breach has been given to Lessee, then Lessor shall have the right to terminate this Lease at any time thereafter by giving Lessee written notice of such termination. Upon the giving of such written notice of termination, this Lease and all rights granted to Lessee shall terminate.

(d) If Lessee shall fail to keep or perform any of its obligations as provided for in the Lease, other than its failure to pay amounts when due, then Lessor may, (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving Lessee's default or releasing Lessee from any obligation, and as an additional but not exclusive remedy, perform any such obligation, and all sums paid or incurred by Lessor and all necessary incidental costs and expenses incurred by Lessor in performing such obligation shall be deemed rent and shall be paid by Lessee to Lessor upon demand, and if not so paid by Lessee, Lessor shall have the same rights and remedies as specified in Paragraph 9(a) in the case of default by Lessee in the payment.

(e) Upon the occurrence of any event of default under subparagraphs (a), (b) or (c) of this Paragraph, Lessor may, at its option, and in lieu of terminating this Lease, re-enter and take possession of the demised premises, and thereafter relet the same, or any part thereof, for the balance of the term hereof, or any part thereof, upon such condition as Lessor may deem proper. Neither re-entry nor reletting shall discharge Lessee for any of the agreements on its part herein contained, and Lessee shall make good to Lessor the difference, if any, between the amounts herein provided for and the reasonable market royalties and rentals being paid in the area at the time of such reletting. Lessee agrees to pay to Lessor, upon demand thereof, a reasonable attorney's fee in the event of employment of any attorney by Lessor, including without limitation the cost of Lessor's in-house counsel, to

collect any royalties, rents, damages or amounts that may become due by Lessee under this Lease, to enforce the terms of this Lease, or in the event of the filing of suit against Lessor or unlawfully withholding possession of the demised premises, or to protect the interest of Lessor in the event Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of Lessee, or upon the interest of any Lessee under this Lease, or on account of the violation of any of the terms, conditions or covenants on the part of the Lessee herein contained.

(f) Failure to Exercise Remedies. No termination or re-entry hereunder by Lessor shall bar the recovery of accrued royalties, rents or damages for the breach of any of the terms, conditions or covenants on the part of Lessee herein contained. The receipt of royalties or rents after breach of covenant or after condition broken shall not be deemed a waiver by Lessor of its right to recover damages, nor shall failure of Lessor to recognize or act on any default by Lessee hereunder constitute a waiver of its rights later to act hereon or on any other default by Lessee hereunder.

10. **Section 11 of the Lease is amended to read as follows:**

11. Lessee agrees to locate mine shafts for the removal of coal so that all coal under this lease can be economically recovered under normal circumstances and to mine the coal from the leased lands in a proper and workmanlike manner in all respects and according to Best Mining Practices and, except as herein otherwise provided, in such manner as not to unreasonably impair the availability to Lessor of any coal not mined by Lessee hereunder in event of reversion of said coal to Lessor hereunder. The term "**Best Mining Practice**", as used herein, shall mean those modern mining methods and practices employed by a prudent mining operator using modern mining equipment and techniques in the conduct of diligent and aggressive mining operations in an attempt to recover the maximum amount of coal which can be economically mined on the Premises ("**Economically Mineable and Merchantable Coal**").

It is intended that Lessee will mine all parts of any given area or section of the property from which coal suitable for sale in any market can be obtained even if not suitable for metallurgical purposes, but Lessee shall not be obligated to mine any area which because of isolation from or inaccessibility to operations of Lessee hereunder cannot be economically mined. Lessee will be permitted to by-pass certain areas and render the same unmineable, the burden of proof being on Lessee to show by reasonable evidence that such area cannot at that time be profitably mined, or that the coal thereon or therein cannot be mined with reasonable safety. In meeting this burden Lessee must show that it has not removed other coal from the mining operation of similar inaccessibility or danger.

In advance of any actual mining on property of Lessor, Lessee shall submit to Lessor suitable detailed projections showing the contemplated advance of all workings. Lessor shall have thirty (30) days after receipt of such projections within which to raise objections based on the ground that such workings, if carried out in accordance with such projections, will constitute imprudent or unworkmanlike mining operations; and any matters not objected to in writing, delivered by Lessor to Lessee within such thirty (30) day period, shall be deemed to have been approved by Lessor. If Lessor during such thirty (30) day period delivers written objections to Lessee which Lessee deems not supportable on the ground of imprudence or improper workmanlikeness, such differences shall be resolved pursuant to the dispute resolution provisions hereof. This sub-paragraph is not intended to give Lessor the right to control, direct or supervise plans for mining which comply with the obligations imposed on Lessee by this paragraph 11 but is intended to give Lessor an advance opportunity to object to plans which are deemed unacceptable by Lessor.

If by reason of failure to Lessee to employ Best Mining Practices, negligence or imprudence on the part of Lessee, coal is rendered unrecoverable economically, Lessee shall be obligated to pay royalty thereon to the same extent as if such coal had been mined and settlement shall be made on the basis of engineering estimates of the tonnage of coal so rendered unrecoverable economically which should have been recovered by competent and prudent direction of the mining operations; however, if such method was disclosed on Lessee's projections submitted to Lessor and not objected to within the thirty (30) day period allowed therefore such shall be considered in assessment of Lessee's obligation.

The Lessee shall upon termination of this contract cause to be covered all mine and ventilation shafts, which may have been exposed or opened as a result of operations hereunder. Lessee shall notify Lessor when Lessee has completed or abandoned or proposes to complete or abandon the mining or removal of coal within any underground working area, whereupon Lessor shall within sixty (60) days advise Lessee if the same is not considered to be in full compliance with the terms of this lease. Upon such notice, Lessee shall maintain such underground working area accessible for a period of sixty (60) days for engineering inspection by Lessor, and Lessor shall additionally have, and expressly reserves, the right at any and all reasonable times to enter said leased lands and advise itself by engineering inspection of the method of operations conducted by Lessee, as well as to the coal or overburden not being removed as the mining progresses. Settlement for coal lost by reason of failure to employ Best Mining Practices, negligence or imprudence on the part of the Lessee shall be made based on an engineer's estimate of the tonnage of coal so lost and which should have been recovered by competent and prudent

direction of the mining operations. This estimate shall be based on 25 cubic feet per ton of coal exclusive of recognized partings. In the event of any differences of opinion between Lessor and Lessee as to any such matters contained in this lease such matters shall be referred to the dispute resolution provisions hereof. For the purpose only of determining any question arising under this lease, and only to the extent that the same may be necessary for such purposes, Lessor shall, at any reasonable time and upon its request, have access to Lessee's Engineering, Production and sales records pertaining to operations hereunder.

11. Section 13 of the Lease is amended to read as follows:

13. The Lessor shall have the right by agent, agents, or attorneys, engineers or other representatives, at any and all times, to enter upon, and examine, and survey said mines, and lands, and to inspect, examine and verify all books, accounts, statements, sales, invoices, maps, plans, diagrams, etc., of said Lessee so far as pertains to mining of coal from said lands. Lessor shall also have the right to inspect and examine all records and books of purchasers of coal mined under this lease which the Lessee has retained the right to examine as a result of sales contracts with said purchasers so far as they pertain to the amount of coal taken from said lands. Lessor shall have access to any of Lessee's records necessary to the construction and implementation of this contract but shall not have the right to examine the books and records of Lessee which pertain to Lessee's costs and profits hereunder.

12. Section 18 of the Lease is amended to read as follows:

18. In the event of any difference in opinion or any controversy between the parties hereto as to whether mining operations are being conducted in accordance with Best Mining Practices, or as to any other matters involved in the performance hereof, other than the failure to pay amounts when due, each party agrees, upon notice in writing ("First Notice") from the other requesting such action, to appoint a senior management official to engage in face-to-face negotiations, with the assistance of a qualified mediator. If the matter has not been resolved within sixty (60) days of First Notice, either party may take action in a State or Federal court having jurisdiction. Notwithstanding the foregoing, there is no requirement of first notice or negotiations or mediation prior to filing a suit for failure to pay amounts due under this Lease.

13. Mine-Through Provisions.

The parties hereto acknowledge that Lessor has previously entered into the leases covering coalbed methane rights which are scheduled on Exhibit C hereto

(the "CBM Leases.") In the CBM Leases, Lessor granted the Lessees therein certain rights for the production of coalbed methane gas. LESSEE TAKES THE 2008 LANDS SUBJECT TO THE CBM LEASES. The parties acknowledge that the Lessee(s) under the CBM Leases have drilled one or more gas wells on the 2008 Leases, and Lessee(s) has agreed with Energen Resources Corporation ("ERC") to pay ERC for the residual value of any wells which are mined through as a result of Lessee's mining operations on lands added by this Amendment, as set forth below. A procedure has been developed by agreement between ERC (then known as Taurus Exploration, Inc.) and Lessee for determining the residual value of any coalbed methane well located on the property. This procedure is set forth in the letter from Charles D. Haynes, P.E., dated October 31, 1997, which is attached hereto as Exhibit D, and made a part hereof. Lessee agrees that for those wells which it mines through on the 2008 Lands, it will pay ERC for the residual value of the wells as determined by that procedure described in Exhibit D. In the event ERC and Lessee are unable to agree on the residual value calculated by this procedure, Lessee agrees that the dispute shall be referred to arbitration as provided in Paragraph 6 of that certain agreement dated November 5, 1997, between Taurus, Lessee and Lessor. The parties hereto agree that the residual value of any mined-through coalbed methane well is determined by the procedure described in Exhibit D hereto shall be paid by Lessee to Lessor within thirty (30) days following the date on which Lessor receives written notice from ERC of the determination of the residual value of the mined-through well. Within fourteen (14) days after receiving payment from Lessee for the residual value of the mined-through well, Lessor shall pay that sum to ERC; provided however, that if there is a dispute as to the amount of the residual value of the mined-through well and Lessee promptly deposits the amount of the disputed residual value in an interest bearing escrow account with a mutually acceptable escrow agent, then this Lease shall not be considered in default for nonpayment of the residual value of a mined-through well. ERC and Lessee shall be entitled to that portion of the interest earned by the escrow of monies that is attributable to the portion of the escrowed monies which each of them receives upon settlement of the residual value dispute.

A procedure has also been developed by agreement for the notification by Lessee to Lessor and ERC that a well will be mined-through and for ERC's subsequent action. That procedure is set forth in a letter from John Wallace to Danny Hagood, dated November 26, 1991, and which is attached as Exhibit E and made a part hereof. Lessee agrees to use and comply with this procedure with regard to any of ERC's wells on the subject property which will be mined-through or affected by Lessee's mining operations on the subject property.

The Security/Performance Deposit of \$55,000, established by that certain Amendment to Lease of Coal Lands, dated November 12, 1997, shall continue in full force during the term of this Lease.

Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims asserted by ERC against the Lessor arising out of Lessee's mining operations on the 2008 Lands, including, without limitation, claims arising

out of Lessee's noncompliance with the notification procedure described in Exhibit E hereto, Lessee's nonpayment of the residual value of a well located on the subject property as determined in accordance with the procedure described in Exhibit D hereto, or that certain Agreement dated November 5, 1997 between Taurus, Lessee and Lessor, and along with all attorneys' fees, costs and expenses incurred by Lessor to defend or resist any such claims.

14. Gob Gas and Horizontal Borehole Gas Provisions.

Subject to the CBM Leases, the 2008 Lands are hereby granted, demised, leased and let to Lessee for the purpose of mining for, drilling and producing Gob Gas and Horizontal Borehole Gas pursuant to the terms of the Addendum – Gas Production and Removal Provisions as set forth on Exhibit B hereto.

IN WITNESS WHEREOF, the parties have each caused this contract to be executed in duplicate by their respective corporate officers thereunto duly authorized, all on the day and year first above written.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

ATTEST:

By _____

(SEAL)

JIM WALTER RESOURCES, INC.

ATTEST:

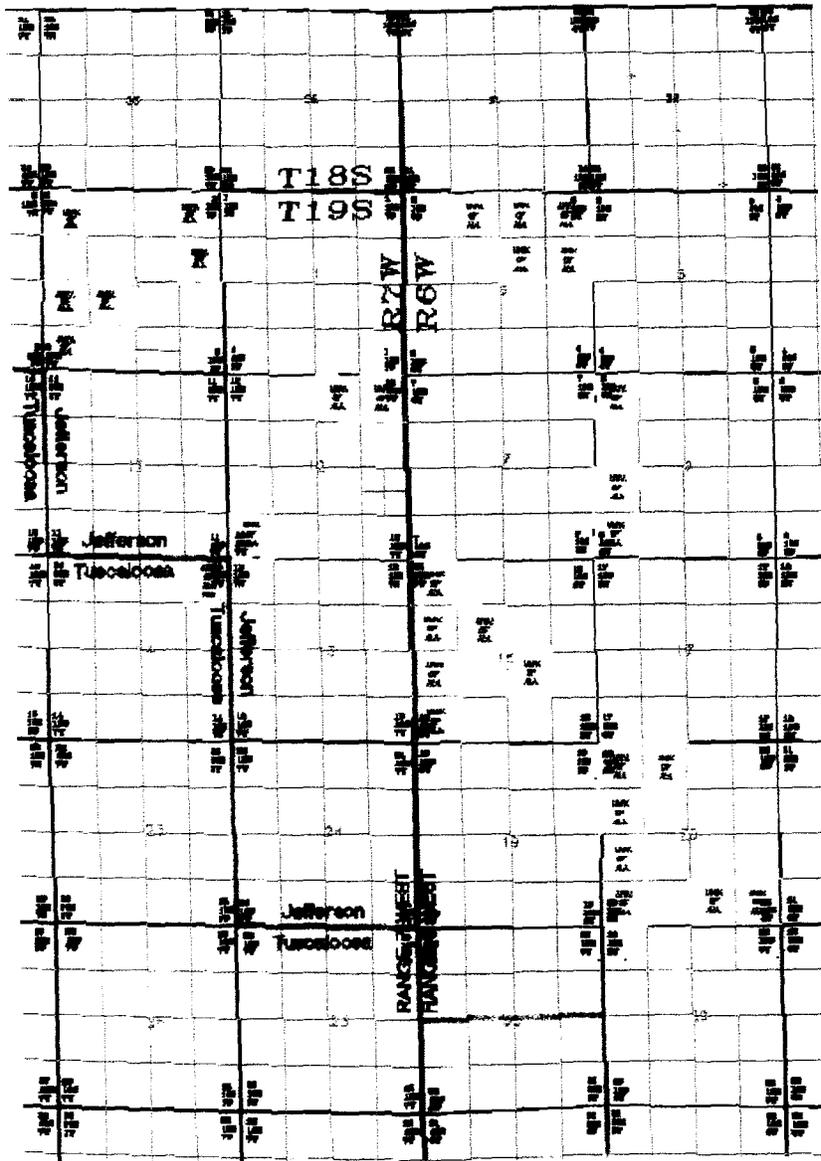
By _____

Its _____

Its _____

(SEAL)

EXHIBIT A



LAND DESCRIPTION

- Section 6-T19S-R6W: NE/4 of NW/4; NE/4
- Section 8-T19S-R6W: NW/4 of NW/4; W/2 of SW/4
- Section 18-T19S-R6W: W/2 of W/2; SE/4 of NW/4; NW/4 of SE/4
- Section 20-T19S-R6W: W/2 of W/2; NE/4 of NW/4; S/2 of SE/4
- Section 2-T19S-R7W: E/2 of NE/4; NW/4 of NW/4; N/2 of SW/4; SW/4 of SW/4
- Section 12-T19S-R7W: N/2 of NE/4; SW/4 of SW/4 all in Jefferson County, Alabama containing 1,200 acres, more or less AND
- Section 14-T19S-R7W: NE/4 of NE/4 in Tuscaloosa County, Alabama, containing 40 acres, more or less.

EXHIBIT B

ADDENDUM: GAS PRODUCTION AND REMOVAL PROVISIONS

Subject to the CBM Leases, in the event Lessee commercially produces Gob Gas or Horizontal Borehole Gas (herein sometimes collectively referred to as "Gas") from the 2008 Lands, sometimes referred to in this Addendum as the "Premises," the following terms and conditions shall apply to such production as well as other applicable terms and conditions set forth in the body of this Lease.

1. **TERM**

Lessor's right to commercially produce Gob Gas and Horizontal Borehole Gas shall remain in force for the Term which is extended until June 26, 2029, which, for purposes of this Addendum shall be known as the "Primary Term," and shall continue in effect thereafter beyond the Primary Term for so long thereafter as Gob Gas and Horizontal Borehole Gas are produced in Paying Quantities from the 2008 Lands or lands pooled therewith

2. **ROYALTY**

2.1 Lessee shall have the right to vent or flare Gob Gas and Horizontal Borehole Gas produced from the Premises for the purpose of ventilating its mine for safety reasons only and no royalty shall be due LESSOR for such vented or flared Gob Gas or Horizontal Borehole Gas. If Lessee elects to sell Gob Gas and/or Horizontal Borehole Gas produced hereunder, the sale of all Gob Gas and/or Horizontal Borehole Gas shall be in strict accordance with the provisions hereof.

2.2 The actual royalty which shall be paid to THE UNIVERSITY OF ALABAMA, when due and without demand by Lessor for each cubic foot of Gob Gas and/or Horizontal Borehole Gas produced from the Premises and sold to Bona Fide Purchasers in arm's-length transactions f.o.b. the Delivery Point during the term hereof shall be eighteen and three quarters percent (18.75%) of the Gross Sales Price. Said Gob Gas and/or Horizontal Borehole Gas Royalty shall be paid to Lessor on or before the tenth (10th) day of the second month day or the month following the month in which such Gob Gas and/or Horizontal Borehole Gas is produced and sold hereunder.

2.3 For the purposes of this Lease, the term "Gob Gas" shall mean that gas which is liberated and accumulates within the highly broken and fractured collapse zones resulting from the Second Mining of coal seams. The term "Second Mining" includes all forms of underground mining, including technologies not yet developed which may come to be known in the future, which result in the collapse and fracturing of the strata overlying the coal beds and includes but is not limited to full or partial pillar mining short and longwall mining.

2.4 For the purposes of this Lease the term "Horizontal Borehole Gas" shall mean coal seam gas produced by horizontal drilling methods from underground mine openings.

2.5 For the purposes of this Lease the term "Gas Gross Sales Price" as used herein for Gob Gas and /or Horizontal Borehole Gas shall mean the actual sales prices at which gas is sold to a bona fide purchaser, not affiliated in any way with Lessee (a "Bona Fide Purchaser"), f.o.b. the Delivery Point, less any transportation charges paid by Lessee to a third party transmission line operator, plus BTU bonus or minus BTU penalty without deduction from said Gross Sales Prices for costs of any brokerage fees, sales commissions, or any other charges which are not approved in writing by Lessor, which approval may be withheld for any reasons within the discretion of Lessor. There shall be no deduction for taxes, including severance taxes, which are levied by Federal, State and Local governmental entities, Lessor being exempt from such taxes.

2.6 Lessee shall make no deductions from the Gross Sales Price for on-site handling, collecting, treating, dehydrating and compression charges beyond the Delivery Point . Deductions from the Gross Sales Price for upgrading low quality gas to a saleable product by processing through a nitrogen rejection plant shall be limited to the actual costs of the process. Royalty for gas processed through a nitrogen rejection plant will be calculated on the volume of saleable gas at the delivery point.

2.7 For purposes of this Lease, the term "Delivery Point" shall mean the point at which Gob Gas is produced at the wellhead, or Horizontal Borehole Gas is gathered to one or more sites on the surface of the earth, at or near the mouth of the mine. The gathering lines, compressor stations and other facilities needed to deliver the gas to a point of entry in a transmission line, carrier or final end-user purchaser, as the case may be shall be considered downstream of the Delivery Point, and not costs associated with installing or operating such facilities shall be deducted in calculating the Gross Sales Price. Gob Gas and/or Horizontal Borehole Gas produced hereunder shall be produced, measured, metered, compressed, transported, flared, vented, handled and reported by measures, technologies and methods of accepted industry standards which shall at all times be satisfactory in all respects to Lessor.

2.8 The royalty due Lessor for Gob Gas and/or Horizontal Borehole Gas produced from the Premises and used either on or off the Premises in the manufacture of gasoline, or any other products there from of any description whatsoever, shall be that royalty stated in Paragraph 2.2 above. For Gob Gas and/or Horizontal Borehole Gas produced from the Premises and used on the Premises for the treating and processing of Gob Gas and/or Horizontal Borehole Gas produced form the Premises, no royalty shall be due Lessor therefore.

3. MEASUREMENT OF GAS

3.1 The unit of volume for measurement of the Gas produced hereunder shall be one (1) cubic foot of Gas at a base temperature of sixty. (60) degrees

Fahrenheit and at an absolute pressure of fourteen and sixty-five-hundredths (14.65) pounds per square inch, absolute ("PSIA") or other volume used by the State Oil and Gas Board. The use of said volume is for reporting purposes only and not for the calculation of royalty paid hereunder which is based on one million British Thermal Unit. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder, unless otherwise specified hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in Report No. 3 of the American Gas Association (AGA) as now and from time to time may be amended or supplemented. All measurements of Gas shall be determined by calculations in the terms of such unit. All quantities given herein, unless expressly stated, are in terms of such unit.

3.2 Lessee shall maintain and operate at its sole expense measuring stations located at each wellhead. Said measuring stations shall be equipped with turbine or rotary meters or other types of meters with totalizer as agreed to by Lessor and Lessee so as to accomplish the accurate measurement of volumes of Gas produced hereunder. Wellhead meters are used for purposes of allocation of volumes between wells.

3.3 Lessor may at its options and expense install check meters for checking Lessee's metering equipment and the same shall be installed so as to not interfere with the operation of Lessee's facilities.

3.4 The specific gravity of the Gas flowing through the meter or meters shall be determined monthly by use of an AGA accepted gravitometer or by computing from fractional analysis of samples of the Gas taken at as many points as necessary to permit the calculation of an average specific gravity representative of all Gas produced hereunder. Specific gravity so determined will be used in calculating gas production for the month in which the tests are made.

3.5 The Gross Heating Value of the Gas shall be determined by taking continuous samples at as many points as necessary to permit the calculation of an average Gross Heating Value representative of all Gas produced and sold hereunder. The sample may be run on a calorimeter of Gross Heating Value may be computed from fractional analysis of such sample. The result shall be applied to Gas produced during the month in which samples are taken.

3.6 Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment used in measuring deliveries hereunder. The records for such measuring equipment shall remain the property of each party and shall be kept on file for a period of two (2) years, but upon request, each will send to the others its records and charts, together with calculations there from subject to return within fifteen (15) days after receipt thereof. At least once each year Lessee shall calibrate the meters and instruments or cause same to be calibrated. Said meters shall be calibrated more frequently at any times inaccuracy is suspected. Lessee shall give Lessor sufficient notice in advance of such tests so that Lessor may, at its election, be present in person or by its representative to observe adjustments, if any, which are made. For the

purpose of measurement and meter calibration, the atmosphere pressure shall be assumed to be fourteen and four-tenths (14.4) psia, irrespective of variations in natural atmospheric pressure from time to time.

3.7 If upon any test the metering equipment in the aggregate is found to be inaccurate by two (2) percent or more, registration thereof of any payment based upon such registration shall be corrected at the rate of such inaccuracy which is definitely known or agreed upon, or if not known or agreed upon, then for a period extending back one-half of the time elapsed since the previous calibration. Following any test, any metering equipment found to be inaccurate to any degree shall be adjusted immediately to measure accurately. If for any reason any meter is out of service or out of repair so that the quantity of Gas delivered through such meter cannot be ascertained or computed from the reading thereof, the quantity of Gas to delivered during such period the same is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best available data, using the first of the following methods which is feasible.

- (a) By using the registration of any check measuring equipment of Lessor if installed and registering accurately.
- (b) By correcting the error if the percentage of error is ascertained by calibration tests or mathematical calculation.
- (c) By estimating the quantity of deliveries by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

3.8 The measurement hereunder shall be corrected for deviation from Boyle's Law at the pressure and temperatures under which Gas is delivered hereunder.

4. DRAINAGE

In the event that the relevant portions of the Premises are not unitized for Lessee's Gas operations, Lessee agrees to perform its Gas operations hereunder and in adjacent lands in such manner so as to protect Lessor and Lessor's Premises from drainage and indemnify Lessor against claims of drainage by others on or from the Premises. Drainage for purposes of this Lease is defined as the removal by Lessee of gas from gob zones or degasification wells located off the Premises which depletes the premises of Gas or Coal Seam Gas unless such Gas well is located within a unitized block of holes in which Lessor is a participant.

5. POOLING

5.1 Lessee may pool or combine the premises with any other land, leased or owned by Lessee, which is contiguous or in the same block with the Premises to establish Gas units for the production of Gas. If expansion of the Gas unit is required or

permitted under any governmental rule or order for operations in connection with the production of Gas, or for obtaining the maximum allowable, any such Gas unit may, on Lessor's prior written consent, be reformed to conform to the size so required or permitted. Lessee shall exercise the privilege to pool or combine land as to each Gas unit by executing the appropriate permit application forms and sending copies of same together with all exhibits including technical data to Lessor. Lessor shall have fifteen (15) days to approve or disapprove said application. In the event no response is made by Lessor within said fifteen (15) days, the application shall be deemed approved. If approved, Lessee shall thereafter file said application with the appropriate regulatory authority. Lessee, with Lessor's prior written consent, may unitize one or more Gas units in accordance with the terms and conditions of Section 9-17-80 et seq., Code of Alabama (1975), pertaining to Unit Operations. After the expiration of the term hereof, operations on or production from a unit or a unitized area or areas established under this Article 3.1, shall maintain this Lease in force only as to the land included in such drilling unit or unitized area or areas. Upon the pooling and/or unitization of less than all the Premises, this Lease shall be severed and considered as separate and distinct Leases. The Lease term and all the rights and obligations of the Lessee under this instrument shall apply separately to the pooled and unpooled acreage. A "Pooled Unit " established hereunder shall be unitized acreage as compared to the non-pooled and non-unitized acreage.

5.2 Any operations conducted on any part of such a Gas unit or unitized area shall be considered, for all purposes, to be operations conducted upon the Premises. There shall be allocated to the Premises within each Gas unit that proportion of the total production of Gas from the relevant unit, that the number of surface acres in the portion of the Premises included within such unit bears to the total number of surface acres in such unit or unitized area, and the production so allocated shall be considered for all purposes, including payment of royalty to be production of Gas from the land to which allocated in the same manner as though produced there from under the terms of this Lease.

5.3 The formation of any unit or unitized area hereunder which includes lands other than the Premises shall not have the effect of exchanging or transferring any interest under this Lease between parties owning interests in the Premises and parties owning interests in lands other than the Premises, neither shall it impair the right of a party to release or terminate this Lease as to all or any portion of the Premises, except that Lessee may not so release as to any portion of the Premises included within a unit or unitized area while there are operations thereon or production of Gas there from unless all pooled and/or unitized leases are released as to all lands within the relevant unit or unitized area. At any time while this lease is in force, Lessee may dissolve any unit or unitized area established hereunder by giving written notice to Lessor, if at that time there is no production of Gas from the relevant unit or unitized area and operations are not being conducted thereon for Gas. Subject to the provisions of this Paragraph 5.3, a Gas unit or unitized area once established hereunder shall remain in force so long as any lease subject thereto shall remain in force.

5.4 If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be

implied or result merely from the inclusion of such separate tracts within this Lease, but Lessee shall nevertheless have the right to pool or unitize as provided in this Paragraph 5.4 with the consequent allocation or production as herein provided. As used in this Paragraph 5.4, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Premises.

6. PLUGGING AND RESTORATION

6.1 Lessee shall comply with all present and future laws, rules and regulations concerning the plugging and abandonment of Gas wells.

6.2 Lessee shall notify Lessor at least seven (7) working days prior to the beginning of any well plugging operation.

6.3 Lessee agrees, within six (6) months of abandonment of each of its wells on the Premises to restore the surface of the Premises affected by such well to as near the same condition as it was prior to the formation of said well as is practicable and in accordance with applicable laws, regulations, and permits.

7. ADDITIONAL DATA TO BE FURNISHED

7.1 Lessor shall make available to Lessee plans provided by ERC to Lessor upon Lessee's request to the extent such plans relate to Lessee's mining operations and are not subject to any confidentiality agreements.

7.2 Lessee shall provide Lessor on or before the 25th day of each month a report showing all Gas and Horizontal Coal Seam Gas commercially produced from the Premises the preceding month on a form approved by Lessor. In addition Lessee shall promptly provide Lessor with drill hole information and Gas and Horizontal Borehole Gas information as requested from time to time by Lessor.

Amendment to Lease of Coal Lands

STATE OF ALABAMA)
)
 TUSCALOOSA COUNTY)

Amendment to Lease of Coal Lands with Coal Degasification Rights

This Amendment (the "Amendment") is made and entered into on the _____ day of _____, 2008, by and between **The Board of Trustees of The University of Alabama**, a corporation, hereinafter referred to as "Lessor," and **Jim Walter Resources, Inc.**, an Alabama corporation, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor and Lessee have heretofore entered into a *Lease of Coal Lands* dated June 26, 1974, which Lease has been amended on several occasions; and

WHEREAS, the parties desire to further amend the Lease by (i) adding additional lands to the Lease, (ii) extending the term of the Lease, and (iii) making the further amendments set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein and the further sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Lease as follows. Except as herein amended, the parties do hereby adopt, ratify and confirm the Lease, as heretofore amended and as herein amended. To the extent of a conflict between the terms of this Amendment and the Lease, or any prior amendments thereto, the terms of this Amendment shall control and prevail.

1. **The term of this Lease** with respect to the mining of coal (the "Term"), as to both the 2008 Lands and other lands covered by this Lease, is extended to June 26, 2029.

2. **The land and premises described on Exhibit "A,"** attached to and made a part of this Amendment (the "2008 Lands") are hereby granted, demised, leased and let to Lessee for the purpose of removing, mining and recovering coal located in, or under the tracts of land above described, in the Blue Creek Seam or the lower bench of the Mary Lee Seam.

3. **Section 1 of the Lease is amended to read as follows:**

1. The above described land and premises are hereby granted, demised, leased and let to Lessee for the purpose of removing, mining and recovering coal located in, or under the tracts of land above described, in the Blue Creek Seam or the lower bench of the Mary Lee Seam; and for

the further purpose of conveying through and under said lands coal, men and materials, and the waste products of mining, recovered from this seam of coal on said lands or on any adjacent or other lands; and said rights of ingress or egress and way leave and haulage through such workings as Lessee may cause to be made through the demised land underground shall continue during the whole term, including any renewal of this lease without other or further consideration than payment of rentals and royalties as in this agreement set forth. At the expiration or termination of this agreement except in the event of termination on notice as provided in paragraph (9) hereof of all the other rights and privileges herein granted to Lessee, and if Lessee has fulfilled all of its obligations hereunder, and so long as Lessee continues to pay the minimum monthly royalties, the Lessor further grants to Lessee the right to use the said haulage-ways and air courses opened or constructed in, under or upon said lands for the purpose of removing coal, men and material from other land for the life of the mine or mines from which the lease coal is recovered.

4. Section 2 of the Lease is amended to read as follows:

2. The Lessee hereby agrees to indemnify, protect and hold harmless the Lessor, its officers, trustees, employees, and agents, both in their official and individual capacities, from and against any and all claims whatsoever by any person, firm, or governmental entity or agency arising from mining, removing, preparing, or marketing of said coal or other minerals or otherwise resulting from Lessor's activities and operations pursuant to this Lease, including, but not limited to, the following:

(a) Any claims for damages which may accrue to the surface of any land not owned by Lessor, or any improvement located thereon, as a result of the mining, removing, preparing, or marketing of said coal, or through the moving, cracking, subsidence or sloughing of the surface of any portion of said land as a result of the exercise by Lessee of the rights herein granted.

(b) All claims for damages and/or removal or remediation costs and expenses arising out of Lessee's failure to comply with the ordinances, laws, statutes or regulations of a county or municipal government, of the State of Alabama, or of the Federal government including, specifically, Lessee's failure to comply with state and federal environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act (CWA), and the Clean Air Act (CAA), in connection with the exercise of Lessee's rights hereunder.

(c) All claims, suits, demands, judgments, decrees, loss, cost of expense, including attorney's fees and court costs, which may arise in connection with or on account of any one or more of the claims described in this Section.

(d) All claims, suits, demands, judgments, and decrees instituted or obtained by any third party, including any damages paid under the Alabama Workmen's Compensation Act, Federal Black Lung Law, or any similar law or laws.

5. **Section 4 of the Lease is amended to read as follows:**

4. (a) Lessee shall pay to Lessor as royalty on all merchantable coal actually mined from the demised premises, the following:

(1) The sum of two dollars and fifty cents (\$2.50) or eight percent (8%) of the selling price, f.o.b. mine after washing, whichever is greater, for each ton of 2,000 pounds of merchantable coal actually mined from the 2008 Lands. For all other lands covered by the Lease, the sum of Two dollars and Ten cents (\$2.10) or seven percent (7%) of the selling price, f.o.b. mine after washing, whichever is greater, for each ton of 2,000 pounds of merchantable coal actually mined.

(2) For the purpose of calculating the royalty as above provided, the term "Selling Price" as used herein shall mean the actual gross selling price to the ultimate consumer f.o.b. the loading plant after final preparation and loading but without any deduction for sales commissions or any other charges whatsoever, plus royalty reimbursements, if any, received by Lessee from the purchaser of the coal, plus "BTU Bonus" or minus "BTU Penalty" on coal sold. In case of any coal not sold at arms-length or consumed, on or off the leased premises without sale, by Lessee, the "Selling Price" for the purpose of calculating the royalty shall be the "Selling Price" for steam or metallurgical purposes depending on use as above provided, for comparable coal sold in arms-length transactions. In the event Lessee has no sales of comparable coal for either steam or metallurgical use as is appropriate in arms-length transactions, then the "Selling Price" shall be the "Selling Price" for which others, in the market area, have sold comparable coal, said "Selling Price" to be determined at the time of shipment or if used on the premises at the time of use. There shall be no deduction for taxes, including severance taxes, which are levied by Federal, State and Local governmental entities, Lessor being exempt from such taxes.

In the event Lessee shall mix coal produced hereunder with other coal prior to shipment, Lessee shall determine, for such month, the percentage of total coal shipments from the mine which were sold or used for metallurgical purposes and also the percentage of total coal shipments from

the mine which were sold for steam purposes. The percentages thus determined shall be applied to the tonnage mined from the leased premises in calculating the royalty payment due.

(3) Said payment shall be based on mine weights, which shall show the exact amount of coal mined during the last preceding month. Mine weights shall mean weights, after making proper allowance for rock and washer loss as determined by such proper and accurate method or methods as from time to time may be agreed upon between the parties. Any unresolved disagreement as to the amount of coal mined, the extent of rock and washer loss, royalty payments, including determination of percentage of commingled coal or otherwise in connection with the mining of said coal shall be resolved pursuant to the dispute resolution provisions hereof. Royalties on all coal actually shipped shall be paid within fifteen (15) days after the end of the calendar month such coal is shipped. Royalties on any coal mined but not shipped shall be paid at the rates hereinabove provided within ninety (90) days after mining. All rent or royalty payments shall be accompanied by a verified statement, signed by Lessee, or by a qualified officer on behalf of Lessee, which shall indicate the following: (a) the month in which the tonnage was mined; (b) the tonnage mined; (c) all adjustments to the gross sale price of the coal based on its BTU value, including any calculations needed to clearly show how the adjustment was calculated and the period being adjusted, which shall not be greater than quarterly without written agreement by Lessor; and (d) any permissible deductions under this lease from the gross sale price.

(b) Lessee shall pay to Lessor during the original term hereof and any renewal thereof a minimum monthly royalty of Ninety-Five Hundred Dollars (\$9,500) Per month for the acres under the Lease of Coal Lands dated June 26, 1974 and its amendments and "the 2008 Lands" during each month this lease is in effect. Any minimum royalty due hereunder shall be paid not later than the 15th day of the month next succeeding its accrual. Should Lessee be unable to mine said coal during any fourteen (14) or more calendar days in any calendar month as a result of a nation-wide strike in the coal industry, or any other cause which in the sole judgment and discretion of the Lessor warrants a waiver of minimum royalty, then minimum royalty for such month shall be waived. Any amounts paid by Lessee to Lessor as monthly minimum royalty in excess of actual royalty due for said month shall be considered as advance royalty and shall be recoverable by Lessee from royalties due on actual production during any subsequent month within thirty-six (36) months after the advance royalty is paid.

(c) Statements, verified by affidavit from the Lessee, shall the preceding month or months and payments herein provided for, are to be made to **The University of Alabama, P.O. Box 870176, Tuscaloosa, Alabama 35487-0176**

6. Section 5 of the Lease is amended to read as follows:

5. The Lessee shall have no right to use any of the timber on the lands leased hereunder except upon written permission from Lessor; in the absence of such written permission the timber on lands owned by Lessor to be used by Lessee for the sinking of any shafts or construction of roads or haulage-ways shall, unless previously removed by Lessor, be removed by Lessee from the area to be so utilized and placed adjacent thereto for disposal by Lessor, and Lessor notified thereof in writing, or if not so removed by Lessee, the stumpage value for all timber damaged or destroyed as a result of Lessee's operations hereunder shall be paid by Lessee to Lessor at the rate prevailing at the time of said damage or destruction, as reasonably determined by the Lessor's forester.

However, Lessee may give notice of its intent to utilize said land or a portion thereof, ninety (90) days prior to said mining whereby it shall be the Lessor's duty to remove said timber within said ninety day period. Lessee shall not be liable for any timber removed by Lessor.

7. Section 6 of the Lease is amended to read as follows:

6. Lessee, in all of its operations hereunder, will comply with all applicable laws heretofore or hereinafter enacted by the United States of America, the State of Alabama as well as all applicable County, municipal and local laws relative thereto including all applicable rules and regulations promulgated by any Federal, State, County, Municipal or local governmental agency having jurisdiction over the matter. Lessee agrees that it shall not, nor permit any third party to unlawfully generate, discharge, bury, release, or otherwise dispose of any solid, waste, semi-solid, or contained gaseous materials that are identified as hazardous wastes pursuant to regulations promulgated under Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580) the Toxic Substances Control Act (40 U.S.C. §2601, et seq.), or other comparable federal or state laws and regulations, as the same may be amended from time to time, over, on, or under the demised premises. Lessee agrees to indemnify and hold harmless Lessor from and against any judgments, fines, costs (including costs of engineering studies and analyses), final decisions, settlements, reasonable attorneys' fees, or other litigation expenses in an administrative or judicial action brought or asserted against Lessor by the U.S. Environmental Protection Agency, the Alabama Department of Environmental Management, or any other person, firm, corporation, or governmental authority for personal injuries or deaths or physical damage to property or natural resources, or costs and expenses associated with removal or remediation actions on all or a part of the

demised premises as a result of a violation of CERCLA, RCRA, CWA, TSCA or CAA or any other federal or state environmental laws.

8. Section 7 of the Lease is amended to read as follows:

7. Lessee agrees to carry comprehensive general public liability and property damage insurance, including automobile and vehicular coverage, in amounts of not less than \$1,000,000 bodily injury and \$1,000,000 property damage plus a minimum of \$20,000,000 excess liability coverage. On the fifth anniversary of this Lease, and at the end of every five year period thereafter, Lessor shall have the right to require Lessee to increase such excess liability coverage amount to such amounts as are commercially reasonable for leases of the kind and character of this Lease. The insurance policies shall be written by insurance companies with an A.M. Best rating of A+ and which are licensed to do business in the State of Alabama. Lessor shall have the right to require Lessee to increase said minimum amounts from time to time during the Primary Term or any Extended Term of this Lease to such amounts as are commercially reasonable for leases of the kind and character of this Lease. On or before the execution of this Lease, Lessee will deliver to Lessor a certificate of insurance evidencing the insurance required by this paragraph. Such policy or policies of insurance must list the Lessor as an additional insured thereon. Any change in insurance coverage of Lessee during the term of this Lease must be submitted in writing to Lessor at least 10 days prior to the change in coverage. Further, upon receipt of a written request from Lessor, Lessee agrees to furnish to Lessor a copy of any insurance policy indicated on such certificate of insurance.

9. Section 9 of the Lease is amended to read as follows:

9. DEFAULT AND TERMINATION.

(a) If Lessee defaults in payment of any amounts due to Lessor under this Lease, and such default shall continue for a period of fifteen (15) days after the date that Lessor gives written notice thereof to Lessee (the "Payment Default Limit"), then Lessor shall have the right at any time after the Payment Default Limit to terminate this Lease, and thereupon all rights of Lessee hereunder shall terminate; provided, however, if there is a dispute as to the amount of and Lessee, prior to the end of the Payment Default Limit, pays all amounts not in dispute and deposits the disputed amounts in an interest-bearing escrow account with a mutually acceptable escrow agent, then this Lease will not be considered in default for non-payment. Each party hereto shall be entitled to that portion of the interest earned by the escrowed monies that is attributable to the portion of escrowed monies each party receives upon settlement of the dispute.

(b) If the Lessee (a) assigns, subleases, sells, transfers, mortgages, or pledges this Lease or its rights in the demised premises, in whole or in part, without the prior written consent of Lessor; or (b) if the rights herein granted by operation of law devolve or pass to a person other than to the Lessee without the prior written consent of Lessor, then, and in any of said events, Lessor shall have the right to terminate this Lease immediately upon the occurrence of any of the foregoing events by giving the Lessee written notice of termination, and Lessee shall be entitled to proceed under the terms hereof to protect its rights or claims protected hereunder. Lessee agrees to give Lessor written notice of any of the foregoing events not later than fifteen (15) days after notice to Lessee of the occurrence thereof.

(c) If Lessee fails to comply with or breaches any or all of the terms, conditions, covenants and warranties of the Lease, other than its failure to pay amounts when due, and other than as specified in Paragraph 9(b), and Lessee fails to begin and continue good faith efforts to cure such failure or breach within a period of thirty (30) days after notification of such failure or breach has been given to Lessee, then Lessor shall have the right to terminate this Lease at any time thereafter by giving Lessee written notice of such termination. Upon the giving of such written notice of termination, this Lease and all rights granted to Lessee shall terminate.

(d) If Lessee shall fail to keep or perform any of its obligations as provided for in the Lease, other than its failure to pay amounts when due, then Lessor may, (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving Lessee's default or releasing Lessee from any obligation, and as an additional but not exclusive remedy, perform any such obligation, and all sums paid or incurred by Lessor and all necessary incidental costs and expenses incurred by Lessor in performing such obligation shall be deemed rent and shall be paid by Lessee to Lessor upon demand, and if not so paid by Lessee, Lessor shall have the same rights and remedies as specified in Paragraph 9(a) in the case of default by Lessee in the payment.

(e) Upon the occurrence of any event of default under subparagraphs (a), (b) or (c) of this Paragraph, Lessor may, at its option, and in lieu of terminating this Lease, re-enter and take possession of the demised premises, and thereafter relet the same, or any part thereof, for the balance of the term hereof, or any part thereof, upon such condition as Lessor may deem proper. Neither re-entry nor reletting shall discharge Lessee for any of the agreements on its part herein contained, and Lessee shall make good to Lessor the difference, if any, between the amounts herein provided for and the reasonable market royalties and rentals being paid in the area at the time of such reletting. Lessee agrees to pay to Lessor, upon demand thereof, a reasonable attorney's fee in the event of employment of any attorney by Lessor, including without limitation the cost of Lessor's in-house counsel, to

collect any royalties, rents, damages or amounts that may become due by Lessee under this Lease, to enforce the terms of this Lease, or in the event of the filing of suit against Lessor or unlawfully withholding possession of the demised premises, or to protect the interest of Lessor in the event Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of Lessee, or upon the interest of any Lessee under this Lease, or on account of the violation of any of the terms, conditions or covenants on the part of the Lessee herein contained.

(f) Failure to Exercise Remedies. No termination or re-entry hereunder by Lessor shall bar the recovery of accrued royalties, rents or damages for the breach of any of the terms, conditions or covenants on the part of Lessee herein contained. The receipt of royalties or rents after breach of covenant or after condition broken shall not be deemed a waiver by Lessor of its right to recover damages, nor shall failure of Lessor to recognize or act on any default by Lessee hereunder constitute a waiver of its rights later to act hereon or on any other default by Lessee hereunder.

10. **Section 11 of the Lease is amended to read as follows:**

11. Lessee agrees to locate mine shafts for the removal of coal so that all coal under this lease can be economically recovered under normal circumstances and to mine the coal from the leased lands in a proper and workmanlike manner in all respects and according to Best Mining Practices and, except as herein otherwise provided, in such manner as not to unreasonably impair the availability to Lessor of any coal not mined by Lessee hereunder in event of reversion of said coal to Lessor hereunder. The term "**Best Mining Practice**", as used herein, shall mean those modern mining methods and practices employed by a prudent mining operator using modern mining equipment and techniques in the conduct of diligent and aggressive mining operations in an attempt to recover the maximum amount of coal which can be economically mined on the Premises ("**Economically Mineable and Merchantable Coal**").

It is intended that Lessee will mine all parts of any given area or section of the property from which coal suitable for sale in any market can be obtained even if not suitable for metallurgical purposes, but Lessee shall not be obligated to mine any area which because of isolation from or inaccessibility to operations of Lessee hereunder cannot be economically mined. Lessee will be permitted to by-pass certain areas and render the same unmineable, the burden of proof being on Lessee to show by reasonable evidence that such area cannot at that time be profitably mined, or that the coal thereon or therein cannot be mined with reasonable safety. In meeting this burden Lessee must show that it has not removed other coal from the mining operation of similar inaccessibility or danger.

In advance of any actual mining on property of Lessor, Lessee shall submit to Lessor suitable detailed projections showing the contemplated advance of all workings. Lessor shall have thirty (30) days after receipt of such projections within which to raise objections based on the ground that such workings, if carried out in accordance with such projections, will constitute imprudent or unworkmanlike mining operations; and any matters not objected to in writing, delivered by Lessor to Lessee within such thirty (30) day period, shall be deemed to have been approved by Lessor. If Lessor during such thirty (30) day period delivers written objections to Lessee which Lessee deems not supportable on the ground of imprudence or improper workmanlikeness, such differences shall be resolved pursuant to the dispute resolution provisions hereof. This sub-paragraph is not intended to give Lessor the right to control, direct or supervise plans for mining which comply with the obligations imposed on Lessee by this paragraph 11 but is intended to give Lessor an advance opportunity to object to plans which are deemed unacceptable by Lessor.

If by reason of failure to Lessee to employ Best Mining Practices, negligence or imprudence on the part of Lessee, coal is rendered unrecoverable economically, Lessee shall be obligated to pay royalty thereon to the same extent as if such coal had been mined and settlement shall be made on the basis of engineering estimates of the tonnage of coal so rendered unrecoverable economically which should have been recovered by competent and prudent direction of the mining operations; however, if such method was disclosed on Lessee's projections submitted to Lessor and not objected to within the thirty (30) day period allowed therefore such shall be considered in assessment of Lessee's obligation.

The Lessee shall upon termination of this contract cause to be covered all mine and ventilation shafts, which may have been exposed or opened as a result of operations hereunder. Lessee shall notify Lessor when Lessee has completed or abandoned or proposes to complete or abandon the mining or removal of coal within any underground working area, whereupon Lessor shall within sixty (60) days advise Lessee if the same is not considered to be in full compliance with the terms of this lease. Upon such notice, Lessee shall maintain such underground working area accessible for a period of sixty (60) days for engineering inspection by Lessor, and Lessor shall additionally have, and expressly reserves, the right at any and all reasonable times to enter said leased lands and advise itself by engineering inspection of the method of operations conducted by Lessee, as well as to the coal or overburden not being removed as the mining progresses. Settlement for coal lost by reason of failure to employ Best Mining Practices, negligence or imprudence on the part of the Lessee shall be made based on an engineer's estimate of the tonnage of coal so lost and which should have been recovered by competent and prudent

direction of the mining operations. This estimate shall be based on 25 cubic feet per ton of coal exclusive of recognized partings. In the event of any differences of opinion between Lessor and Lessee as to any such matters contained in this lease such matters shall be referred to the dispute resolution provisions hereof. For the purpose only of determining any question arising under this lease, and only to the extent that the same may be necessary for such purposes, Lessor shall, at any reasonable time and upon its request, have access to Lessee's Engineering, Production and sales records pertaining to operations hereunder.

11. Section 13 of the Lease is amended to read as follows:

13. The Lessor shall have the right by agent, agents, or attorneys, engineers or other representatives, at any and all times, to enter upon, and examine, and survey said mines, and lands, and to inspect, examine and verify all books, accounts, statements, sales, invoices, maps, plans, diagrams, etc., of said Lessee so far as pertains to mining of coal from said lands. Lessor shall also have the right to inspect and examine all records and books of purchasers of coal mined under this lease which the Lessee has retained the right to examine as a result of sales contracts with said purchasers so far as they pertain to the amount of coal taken from said lands. Lessor shall have access to any of Lessee's records necessary to the construction and implementation of this contract but shall not have the right to examine the books and records of Lessee which pertain to Lessee's costs and profits hereunder.

12. Section 18 of the Lease is amended to read as follows:

18. In the event of any difference in opinion or any controversy between the parties hereto as to whether mining operations are being conducted in accordance with Best Mining Practices, or as to any other matters involved in the performance hereof, other than the failure to pay amounts when due, each party agrees, upon notice in writing ("First Notice") from the other requesting such action, to appoint a senior management official to engage in face-to-face negotiations, with the assistance of a qualified mediator. If the matter has not been resolved within sixty (60) days of First Notice, either party may take action in a State or Federal court having jurisdiction. Notwithstanding the foregoing, there is no requirement of first notice or negotiations or mediation prior to filing a suit for failure to pay amounts due under this Lease.

13. Mine-Through Provisions.

The parties hereto acknowledge that Lessor has previously entered into the leases covering coalbed methane rights which are scheduled on Exhibit C hereto

(the "CBM Leases.") In the CBM Leases, Lessor granted the Lessees therein certain rights for the production of coalbed methane gas. LESSEE TAKES THE 2008 LANDS SUBJECT TO THE CBM LEASES. The parties acknowledge that the Lessee(s) under the CBM Leases have drilled one or more gas wells on the 2008 Leases, and Lessee(s) has agreed with Energen Resources Corporation ("ERC") to pay ERC for the residual value of any wells which are mined through as a result of Lessee's mining operations on lands added by this Amendment, as set forth below. A procedure has been developed by agreement between ERC (then known as Taurus Exploration, Inc.) and Lessee for determining the residual value of any coalbed methane well located on the property. This procedure is set forth in the letter from Charles D. Haynes, P.E., dated October 31, 1997, which is attached hereto as Exhibit D, and made a part hereof. Lessee agrees that for those wells which it mines through on the 2008 Lands, it will pay ERC for the residual value of the wells as determined by that procedure described in Exhibit D. In the event ERC and Lessee are unable to agree on the residual value calculated by this procedure, Lessee agrees that the dispute shall be referred to arbitration as provided in Paragraph 6 of that certain agreement dated November 5, 1997, between Taurus, Lessee and Lessor. The parties hereto agree that the residual value of any mined-through coalbed methane well is determined by the procedure described in Exhibit D hereto shall be paid by Lessee to Lessor within thirty (30) days following the date on which Lessor receives written notice from ERC of the determination of the residual value of the mined-through well. Within fourteen (14) days after receiving payment from Lessee for the residual value of the mined-through well, Lessor shall pay that sum to ERC; provided however, that if there is a dispute as to the amount of the residual value of the mined-through well and Lessee promptly deposits the amount of the disputed residual value in an interest bearing escrow account with a mutually acceptable escrow agent, then this Lease shall not be considered in default for nonpayment of the residual value of a mined-through well. ERC and Lessee shall be entitled to that portion of the interest earned by the escrow of monies that is attributable to the portion of the escrowed monies which each of them receives upon settlement of the residual value dispute.

A procedure has also been developed by agreement for the notification by Lessee to Lessor and ERC that a well will be mined-through and for ERC's subsequent action. That procedure is set forth in a letter from John Wallace to Danny Hagood, dated November 26, 1991, and which is attached as Exhibit E and made a part hereof. Lessee agrees to use and comply with this procedure with regard to any of ERC's wells on the subject property which will be mined-through or affected by Lessee's mining operations on the subject property.

The Security/Performance Deposit of \$55,000, established by that certain Amendment to Lease of Coal Lands, dated November 12, 1997, shall continue in full force during the term of this Lease.

Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims asserted by ERC against the Lessor arising out of Lessee's mining operations on the 2008 Lands, including, without limitation, claims arising

out of Lessee's noncompliance with the notification procedure described in Exhibit E hereto, Lessee's nonpayment of the residual value of a well located on the subject property as determined in accordance with the procedure described in Exhibit D hereto, or that certain Agreement dated November 5, 1997 between Taurus, Lessee and Lessor, and along with all attorneys' fees, costs and expenses incurred by Lessor to defend or resist any such claims.

14. Gob Gas and Horizontal Borehole Gas Provisions.

Subject to the CBM Leases, the 2008 Lands are hereby granted, demised, leased and let to Lessee for the purpose of mining for, drilling and producing Gob Gas and Horizontal Borehole Gas pursuant to the terms of the Addendum – Gas Production and Removal Provisions as set forth on Exhibit B hereto.

IN WITNESS WHEREOF, the parties have each caused this contract to be executed in duplicate by their respective corporate officers thereunto duly authorized, all on the day and year first above written.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

ATTEST:

By _____

(SEAL)

JIM WALTER RESOURCES, INC.

ATTEST:

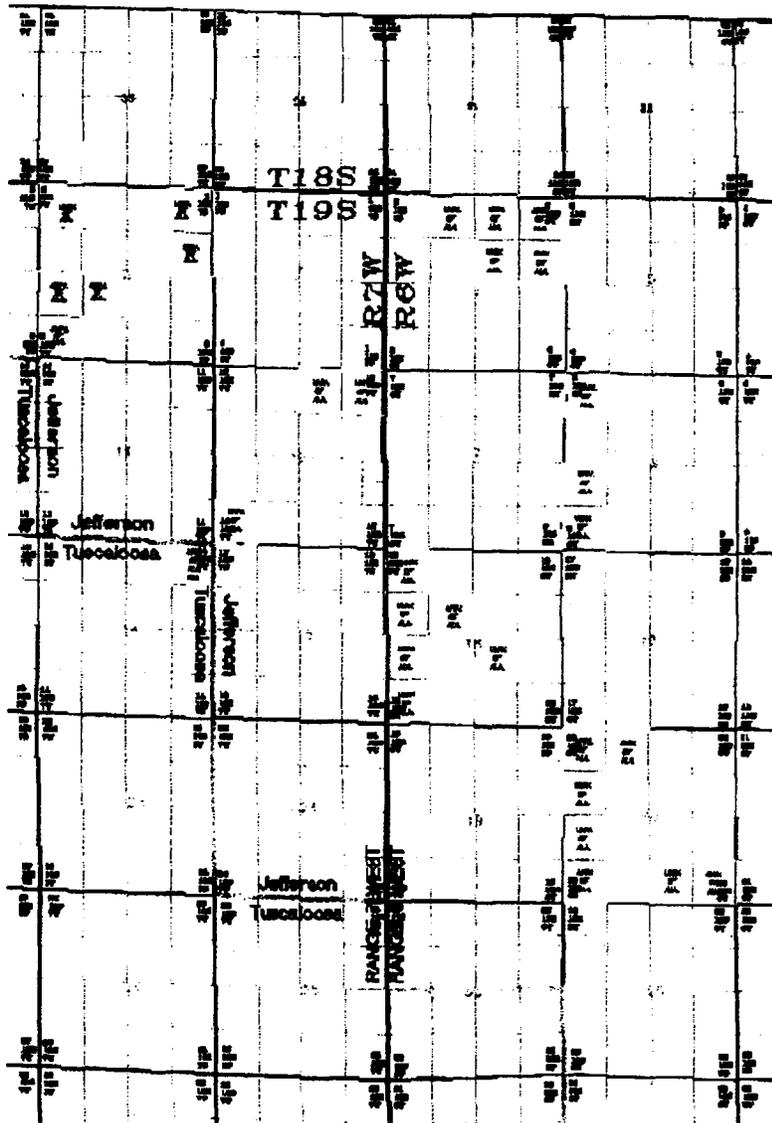
By _____

Its _____

Its _____

(SEAL)

EXHIBIT A



LAND DESCRIPTION

- Section 6-T19S-R6W: NE/4 of NW/4; NE/4
- Section 8-T19S-R6W: NW/4 of NW/4; W/2 of SW/4
- Section 18-T19S-R6W: W/2 of W/2; SE/4 of NW/4; NW/4 of SE/4
- Section 20-T19S-R6W: W/2 of W/2; NE/4 of NW/4; S/2 of SE/4
- Section 2-T19S-R7W: E/2 of NE/4; NW/4 of NW/4; N/2 of SW/4; SW/4 of SW/4
- Section 12-T19S-R7W: N/2 of NE/4; SW/4 of SW/4 all in Jefferson County, Alabama containing 1,200 acres, more or less AND
- Section 14-T19S-R7W: NE/4 of NE/4 in Tuscaloosa County, Alabama, containing 40 acres, more or less.

EXHIBIT B

ADDENDUM: GAS PRODUCTION AND REMOVAL PROVISIONS

Subject to the CBM Leases, in the event Lessee commercially produces Gob Gas or Horizontal Borehole Gas (herein sometimes collectively referred to as "Gas") from the 2008 Lands, sometimes referred to in this Addendum as the "Premises," the following terms and conditions shall apply to such production as well as other applicable terms and conditions set forth in the body of this Lease.

1. **TERM**

Lessor's right to commercially produce Gob Gas and Horizontal Borehole Gas shall remain in force for the Term which is extended until June 26, 2029, which, for purposes of this Addendum shall be known as the "Primary Term," and shall continue in effect thereafter beyond the Primary Term for so long thereafter as Gob Gas and Horizontal Borehole Gas are produced in Paying Quantities from the 2008 Lands or lands pooled therewith

2. **ROYALTY**

2.1 Lessee shall have the right to vent or flare Gob Gas and Horizontal Borehole Gas produced from the Premises for the purpose of ventilating its mine for safety reasons only and no royalty shall be due LESSOR for such vented or flared Gob Gas or Horizontal Borehole Gas. If Lessee elects to sell Gob Gas and/or Horizontal Borehole Gas produced hereunder, the sale of all Gob Gas and/or Horizontal Borehole Gas shall be in strict accordance with the provisions hereof.

2.2 The actual royalty which shall be paid to THE UNIVERSITY OF ALABAMA, when due and without demand by Lessor for each cubic foot of Gob Gas and/or Horizontal Borehole Gas produced from the Premises and sold to Bona Fide Purchasers in arm's-length transactions f.o.b. the Delivery Point during the term hereof shall be eighteen and three quarters percent (18.75%) of the Gross Sales Price. Said Gob Gas and/or Horizontal Borehole Gas Royalty shall be paid to Lessor on or before the tenth (10th) day of the second month day or the month following the month in which such Gob Gas and/or Horizontal Borehole Gas is produced and sold hereunder.

2.3 For the purposes of this Lease, the term "Gob Gas" shall mean that gas which is liberated and accumulates within the highly broken and fractured collapse zones resulting from the Second Mining of coal seams. The term "Second Mining" includes all forms of underground mining, including technologies not yet developed which may come to be known in the future, which result in the collapse and fracturing of the strata overlying the coal beds and includes but is not limited to full or partial pillar mining short and longwall mining.

2.4 For the purposes of this Lease the term "Horizontal Borehole Gas" shall mean coal seam gas produced by horizontal drilling methods from underground mine openings.

2.5 For the purposes of this Lease the term "Gas Gross Sales Price" as used herein for Gob Gas and /or Horizontal Borehole Gas shall mean the actual sales prices at which gas is sold to a bona fide purchaser, not affiliated in any way with Lessee (a "Bona Fide Purchaser"), f.o.b. the Delivery Point, less any transportation charges paid by Lessee to a third party transmission line operator, plus BTU bonus or minus BTU penalty without deduction from said Gross Sales Prices for costs of any brokerage fees, sales commissions, or any other charges which are not approved in writing by Lessor, which approval may be withheld for any reasons within the discretion of Lessor. There shall be no deduction for taxes, including severance taxes, which are levied by Federal, State and Local governmental entities, Lessor being exempt from such taxes.

2.6 Lessee shall make no deductions from the Gross Sales Price for on-site handling, collecting, treating, dehydrating and compression charges beyond the Delivery Point . Deductions from the Gross Sales Price for upgrading low quality gas to a saleable product by processing through a nitrogen rejection plant shall be limited to the actual costs of the process. Royalty for gas processed through a nitrogen rejection plant will be calculated on the volume of saleable gas at the delivery point.

2.7 For purposes of this Lease, the term "Delivery Point" shall mean the point at which Gob Gas is produced at the wellhead, or Horizontal Borehole Gas is gathered to one or more sites on the surface of the earth, at or near the mouth of the mine. The gathering lines, compressor stations and other facilities needed to deliver the gas to a point of entry in a transmission line, carrier or final end-user purchaser, as the case may be shall be considered downstream of the Delivery Point, and not costs associated with installing or operating such facilities shall be deducted in calculating the Gross Sales Price. Gob Gas and/or Horizontal Borehole Gas produced hereunder shall be produced, measured, metered, compressed, transported, flared, vented, handled and reported by measures, technologies and methods of accepted industry standards which shall at all times be satisfactory in all respects to Lessor.

2.8 The royalty due Lessor for Gob Gas and/or Horizontal Borehole Gas produced from the Premises and used either on or off the Premises in the manufacture of gasoline, or any other products there from of any description whatsoever, shall be that royalty stated in Paragraph 2.2 above. For Gob Gas and/or Horizontal Borehole Gas produced from the Premises and used on the Premises for the treating and processing of Gob Gas and/or Horizontal Borehole Gas produced form the Premises, no royalty shall be due Lessor therefore.

3. MEASUREMENT OF GAS

3.1 The unit of volume for measurement of the Gas produced hereunder shall be one (1) cubic foot of Gas at a base temperature of sixty. (60) degrees

Fahrenheit and at an absolute pressure of fourteen and sixty-five-hundredths (14.65) pounds per square inch, absolute ("PSIA") or other volume used by the State Oil and Gas Board. The use of said volume is for reporting purposes only and not for the calculation of royalty paid hereunder which is based on one million British Thermal Unit. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder, unless otherwise specified hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in Report No. 3 of the American Gas Association (AGA) as now and from time to time may be amended or supplemented. All measurements of Gas shall be determined by calculations in the terms of such unit. All quantities given herein, unless expressly stated, are in terms of such unit.

3.2 Lessee shall maintain and operate at its sole expense measuring stations located at each wellhead. Said measuring stations shall be equipped with turbine or rotary meters or other types of meters with totalizer as agreed to by Lessor and Lessee so as to accomplish the accurate measurement of volumes of Gas produced hereunder. Wellhead meters are used for purposes of allocation of volumes between wells.

3.3 Lessor may at its options and expense install check meters for checking Lessee's metering equipment and the same shall be installed so as to not interfere with the operation of Lessee's facilities.

3.4 The specific gravity of the Gas flowing through the meter or meters shall be determined monthly by use of an AGA accepted gravimeter or by computing from fractional analysis of samples of the Gas taken at as many points as necessary to permit the calculation of an average specific gravity representative of all Gas produced hereunder. Specific gravity so determined will be used in calculating gas production for the month in which the tests are made.

3.5 The Gross Heating Value of the Gas shall be determined by taking continuous samples at as many points as necessary to permit the calculation of an average Gross Heating Value representative of all Gas produced and sold hereunder. The sample may be run on a calorimeter of Gross Heating Value may be computed from fractional analysis of such sample. The result shall be applied to Gas produced during the month in which samples are taken.

3.6 Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment used in measuring deliveries hereunder. The records for such measuring equipment shall remain the property of each party and shall be kept on file for a period of two (2) years, but upon request, each will send to the others its records and charts, together with calculations there from subject to return within fifteen (15) days after receipt thereof. At least once each year Lessee shall calibrate the meters and instruments or cause same to be calibrated. Said meters shall be calibrated more frequently at any times inaccuracy is suspected. Lessee shall give Lessor sufficient notice in advance of such tests so that Lessor may, at its election, be present in person or by its representative to observe adjustments, if any, which are made. For the

purpose of measurement and meter calibration, the atmosphere pressure shall be assumed to be fourteen and four-tenths (14.4) psia, irrespective of variations in natural atmospheric pressure from time to time.

3.7 If upon any test the metering equipment in the aggregate is found to be inaccurate by two (2) percent or more, registration thereof of any payment based upon such registration shall be corrected at the rate of such inaccuracy which is definitely known or agreed upon, or if not known or agreed upon, then for a period extending back one-half of the time elapsed since the previous calibration. Following any test, any metering equipment found to be inaccurate to any degree shall be adjusted immediately to measure accurately. If for any reason any meter is out of service or out of repair so that the quantity of Gas delivered through such meter cannot be ascertained or computed from the reading thereof, the quantity of Gas to delivered during such period the same is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best available data, using the first of the following methods which is feasible.

- (a) By using the registration of any check measuring equipment of Lessor if installed and registering accurately.
- (b) By correcting the error if the percentage of error is ascertained by calibration tests or mathematical calculation.
- (c) By estimating the quantity of deliveries by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

3.8 The measurement hereunder shall be corrected for deviation from Boyle's Law at the pressure and temperatures under which Gas is delivered hereunder.

4. DRAINAGE

In the event that the relevant portions of the Premises are not unitized for Lessee's Gas operations, Lessee agrees to perform its Gas operations hereunder and in adjacent lands in such manner so as to protect Lessor and Lessor's Premises from drainage and indemnify Lessor against claims of drainage by others on or from the Premises. Drainage for purposes of this Lease is defined as the removal by Lessee of gas from gob zones or degasification wells located off the Premises which depletes the premises of Gas or Coal Seam Gas unless such Gas well is located within a unitized block of holes in which Lessor is a participant.

5. POOLING

5.1 Lessee may pool or combine the premises with any other land, leased or owned by Lessee, which is contiguous or in the same block with the Premises to establish Gas units for the production of Gas. If expansion of the Gas unit is required or

permitted under any governmental rule or order for operations in connection with the production of Gas, or for obtaining the maximum allowable, any such Gas unit may, on Lessor's prior written consent, be reformed to conform to the size so required or permitted. Lessee shall exercise the privilege to pool or combine land as to each Gas unit by executing the appropriate permit application forms and sending copies of same together with all exhibits including technical data to Lessor. Lessor shall have fifteen (15) days to approve or disapprove said application. In the event no response is made by Lessor within said fifteen (15) days, the application shall be deemed approved. If approved, Lessee shall thereafter file said application with the appropriate regulatory authority. Lessee, with Lessor's prior written consent, may unitize one or more Gas units in accordance with the terms and conditions of Section 9-17-80 et seq., Code of Alabama (1975), pertaining to Unit Operations. After the expiration of the term hereof, operations on or production from a unit or a unitized area or areas established under this Article 3.1, shall maintain this Lease in force only as to the land included in such drilling unit or unitized area or areas. Upon the pooling and/or unitization of less than all the Premises, this Lease shall be severed and considered as separate and distinct Leases. The Lease term and all the rights and obligations of the Lessee under this instrument shall apply separately to the pooled and unpooled acreage. A "Pooled Unit" established hereunder shall be unitized acreage as compared to the non-pooled and non-unitized acreage.

5.2 Any operations conducted on any part of such a Gas unit or unitized area shall be considered, for all purposes, to be operations conducted upon the Premises. There shall be allocated to the Premises within each Gas unit that proportion of the total production of Gas from the relevant unit, that the number of surface acres in the portion of the Premises included within such unit bears to the total number of surface acres in such unit or unitized area, and the production so allocated shall be considered for all purposes, including payment of royalty to be production of Gas from the land to which allocated in the same manner as though produced there from under the terms of this Lease.

5.3 The formation of any unit or unitized area hereunder which includes lands other than the Premises shall not have the effect of exchanging or transferring any interest under this Lease between parties owning interests in the Premises and parties owning interests in lands other than the Premises, neither shall it impair the right of a party to release or terminate this Lease as to all or any portion of the Premises, except that Lessee may not so release as to any portion of the Premises included within a unit or unitized area while there are operations thereon or production of Gas there from unless all pooled and/or unitized leases are released as to all lands within the relevant unit or unitized area. At any time while this lease is in force, Lessee may dissolve any unit or unitized area established hereunder by giving written notice to Lessor, if at that time there is no production of Gas from the relevant unit or unitized area and operations are not being conducted thereon for Gas. Subject to the provisions of this Paragraph 5.3, a Gas unit or unitized area once established hereunder shall remain in force so long as any lease subject thereto shall remain in force.

5.4 If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be

implied or result merely from the inclusion of such separate tracts within this Lease, but Lessee shall nevertheless have the right to pool or unitize as provided in this Paragraph 5.4 with the consequent allocation or production as herein provided. As used in this Paragraph 5.4, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Premises.

6. PLUGGING AND RESTORATION

6.1 Lessee shall comply with all present and future laws, rules and regulations concerning the plugging and abandonment of Gas wells.

6.2 Lessee shall notify Lessor at least seven (7) working days prior to the beginning of any well plugging operation.

6.3 Lessee agrees, within six (6) months of abandonment of each of its wells on the Premises to restore the surface of the Premises affected by such well to as near the same condition as it was prior to the formation of said well as is practicable and in accordance with applicable laws, regulations, and permits.

7. ADDITIONAL DATA TO BE FURNISHED

7.1 Lessor shall make available to Lessee plans provided by ERC to Lessor upon Lessee's request to the extent such plans relate to Lessee's mining operations and are not subject to any confidentiality agreements.

7.2 Lessee shall provide Lessor on or before the 25th day of each month a report showing all Gas and Horizontal Coal Seam Gas commercially produced from the Premises the preceding month on a form approved by Lessor. In addition Lessee shall promptly provide Lessor with drill hole information and Gas and Horizontal Borehole Gas information as requested from time to time by Lessor.

Exhibit C

CBM Leases

1. Coalbed Methane Lease by and between the Board of Trustees of the University of Alabama, by and through The University of Alabama, and Taurus Exploration, Inc., dated April 1, 1988.
2. Coalbed Methane Lease by and between the Board of Trustees of the University of Alabama, by and through The University of Alabama, and Taurus Exploration, Inc., dated March 8, 1989.
3. Coalbed Methane Lease by and between the Board of Trustees of the University of Alabama, by and through The University of Alabama, and Amoco Production Company, dated May 11, 1990.
4. Coalbed Methane Lease by and between the Board of Trustees of the University of Alabama, by and through The University of Alabama, and Taurus Exploration, Inc., dated May 21, 1990.
5. Coalbed Methane Lease by and between the Board of Trustees of the University of Alabama, by and through The University of Alabama, and Energen Resources Corporation, dated May 15, 2002.

\\sledge\misc\auajw\march 2008\exhibit c list of cmb leases.doc

EXHIBIT D

Charles D. Haynes, P.E.

Mineral Exploration, Development, Management, and Appraisal

P.O. Box 863938

Tuscaloosa, AL 35486-0035

(205) 348-6408 vox

E-mail: *chaynes@coe.eng.ua.edu*

(205) 348-0591 fax

October 31, 1997

Mr. Danny Hagood
General Manager - Engineering
Jim Walter Resources, Inc.
P. O. Box 133
Brookwood, AL 35444

Dear Mr. Hagood:

This letter will summarize the results of my meeting with Mr. Doug Behm and Mr. John Wallace on August 26, 1997. At this meeting, we tentatively agreed to conditions that could be used in a "template" for appraising coalbed methane wells planned for mine-through. The template includes the following:

- estimation of future coalbed methane well performance subsequent to the proposed mine-through date
- coalbed methane price prediction
- operating costs to be used in the discounted cash flow analysis
- discount rate
- applicable tax credits

We agreed to use a curve-fitting program such as IGOR or equivalent for the production rate vs time forecast. This will not be automatic in every case, but could be negotiated in the event of low confidence in the curve-fitting procedure.

The coalbed methane price to be used in the analysis will be the average of 12 months NYMEX beginning the month after planned mine-through minus \$0.48/mcf. If the planned mine-through is scheduled for August, then the average price for September-August (following) on the NYMEX futures for natural gas (Henry Hub) will be used minus \$0.48/mcf for gas gathering credit. Applicable tax credits will be applied to the revenue stream from the well.

Operating costs to be \$100/month and \$3,500 each four years for workovers in the case of a single-zone completion. For multiple zone completions, \$150/month and \$4,000 each four years will be used. The discount rate will be 9% and Taurus will P&A the well.

A sample calculation is shown in Exhibit A, attached hereto and made a part of this letter.

Sincerely,

Charles D. Haynes

c: Mr. Douglas Behm, Mr. John Wallace w/ Attachment A

EXHIBIT A

UA 0034-08-000450A
 Production Estimate and Present Value
 template

Year	production	NRI prod	fuel use	sev tax	net gas	gas price	less royalty & sev tax	tax credit (IC)	tax credit (TC)	total value IC+cash	power cost \$/yr	workover \$/year	total cost \$/year	net lost pretax \$/yr	DF 9%	PV 9% \$
1999	5,478	4,793	0	284	4,509	1.9685	8,876	1,654	7,458	16,335	1,200	3,500	4,700	11,635	0.9174	10,674
2000	5,117	4,477	0	271	4,206	1.9685	8,280	1,654	6,957	15,238	1,200		1,200	14,038	0.8417	11,815
2001	4,781	4,183	0	260	3,923	1.9685	7,723	1,654	6,489	14,212	1,200		1,200	13,012	0.7722	10,048
2002	4,467	3,909	0	250	3,659	1.9685	7,202	1,654	6,051	13,251	1,200		1,200	12,053	0.7084	8,539
2003	4,173	3,651	0	241	3,410	1.9685	6,713	0	0	6,713	1,200	3,500	4,700	2,013	0.6499	1,309
2004	3,899	3,412	0	232	3,180	1.9685	6,259	0	0	6,259	1,200		1,200	5,059	0.5963	3,017
2005	3,643	3,188	0	224	2,964	1.9685	5,834	0	0	5,834	1,200		1,200	4,634	0.5470	2,535
2006	3,403	2,978	0	216	2,762	1.9685	5,436	0	0	5,436	1,200		1,200	4,236	0.5019	2,126
2007	3,180	2,783	0	209	2,574	1.9685	5,066	0	0	5,066	1,200	3,500	4,700	366	0.4604	168
2008	2,971	2,600	0	201	2,399	1.9685	4,722	0	0	4,722	1,200		1,200	3,522	0.4224	1,488
2009	2,775	2,428	0	194	2,234	1.9685	4,398	0	0	4,398	1,200		1,200	3,198	0.3875	1,239
2010	2,593	2,268	0	188	2,081	1.9685	4,096	0	0	4,096	1,200		1,200	2,896	0.3555	1,030
2011	2,422	2,119	0	181	1,938	1.9685	3,815	0	0	3,815	1,200	3,500	4,700	(665)	0.3262	(289)
2012	2,263	1,980	0	175	1,805	1.9685	3,553	0	0	3,553	1,200		1,200	2,353	0.2992	704
2013	2,114	1,850	0	169	1,681	1.9685	3,308	0	0	3,308	1,200		1,200	2,109	0.2745	578
2014	1,976	1,729	0	163	1,566	1.9685	3,083	0	0	3,083	1,200		1,200	1,883	0.2519	474
2015	1,538	1,346	0	131	1,215	1.9685	2,392	0	0	2,392	1,200	3,500	4,700	(2,308)		P&A
Total Present Value at 8%																55,456

1925



TAURUS

EXHIBIT E

John A. Wallace
Vice President -
Methane Exploration & Production

November 26, 1991

TAURUS EXPLORATION, INC.
2101 Sixth Avenue North
Birmingham, Alabama 35203-2784
Telephone (205) 326-2732

Mr. Chuck Dixon
Vice President, Mining Engineering
Jim Walter Resources, Inc.
P.O. Box C-79
Birmingham, Alabama 35283

Re: Mine-through Notification
JWR Mining Operations Approaching
Taurus Coalbed Methane Wells

Dear Chuck:

In reference to the correspondence between Danny Haggood of Jim Walter Resources, Inc. (JWR) and Randy McDaniel of Taurus Exploration, Inc. (Taurus) regarding mine-through procedures for Jim Walter Resources No. 3 Mine and Taurus Exploration's coalbed methane wells, Taurus is in agreement with the recommendations of Jim Walter Resources.

In order to enhance the proposed procedures, Taurus suggests the following:

DESIGNATED CONTACT

Taurus' designated contact person will be Randy McDaniel. He is our in-house expert regarding mining matters. He had 10 years experience with US Steel Mining Company and where he spent the last 4 years of his employment as the Oak Grove Mine Engineer. You may contact him as follows:

Randy McDaniel
Taurus Exploration, Inc.
2101 Sixth Avenue North
Birmingham, Al. 35203
Office: (205) 326-2733
FAX: (205) 252-9562
Home: (205) 822-7545

Mr. McDaniel will be able to contact any and all Taurus employees at our Oak Grove Operations regarding the contents of this letter.

AN ~~ENERGY~~ COMPANY

2
November 26, 1991

150 FOOT RADII

The Mine Safety and Health Administration requires that if mining approaches closer than 150 feet to a coalbed methane wellbore, said wellbore is to be plugged.

It is advantageous to both Jim Walter Resources and Taurus to operate the wells in advance of mining as long as possible in order to remove as much methane as possible. A proposed notification schedule is as follows:

- Jim Walter Resources will notify Taurus in writing at least one month prior to the anticipated date that plugging will be required and supply a detailed mine projection map for the area around the well.
- Jim Walter Resources will confirm with Taurus at least two weeks in advance of the anticipated plugging date in order that Taurus may organize its service contractors.
- Jim Walter Resources will provide final confirmation to Taurus at least one week in advance of the anticipated plugging for final scheduling.

PLUGGING

Plugging procedures will be identified as either "temporary abandonment" or "permanent abandonment".

It should be noted that two types of well completions were used within the USX leasehold boundary. The first method is an open hole completion in the Blue Creek and Mary Lee coal seams, in which no casing penetrated either the Blue Creek or Mary Lee coal seams. In the second method, steel casing was set through all targeted coal seams and these coal seams were perforated through the steel casing.

- a. If a coalbed methane well will be of no further use to Taurus, then the well will be permanently abandoned and will be cemented from bottom to top.
- b. If a coalbed methane ^{well} has potential to produce from the coal seams overlying the Mary Lee coal group, then those wells that will be mined into or have to be abandoned due to the proximity of mining, will be temporarily abandoned. Those wells designated as temporarily abandoned will be cemented from bottom to 60 feet above the roof (top) of the Blue Creek coal seam.
- c. Those wells that have steel casing extending through the Blue Creek coal seam will be cemented as is either permanently or temporarily abandoned, unless Jim Walter Resources agrees to pay for the removal of the steel casing from the vicinity of the Blue Creek coal seam. If this process is of interest to you, please notify Mr. McDaniel and he will develop a cost estimate.

November 26, 1991

SUBSIDENCE

Taurus requests close cooperation with Jim Walter Resources in order to minimize the impact of longwall operations and the associated subsidence. As Mr. Hagood addressed in his letter strata movement around the well bore is particularly critical when addressing the removal of downhole equipment.

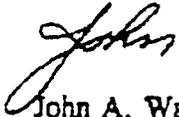
On a similar note the impact of subsidence to our surface equipment and pipelines is crucial to the safety and success of our operations. Taurus is most definitely interested in working with your personnel in regards to the areas of projected longwall subsidence.

As with most endeavors of this nature, mapping is of critical importance. Taurus offers to provide Jim Walter Resources surveyed well locations, compressor locations, as well as right-of-way locations for power lines, water lines, gas gathering lines, and high pressure lines. In return Taurus requests to be kept current with JWR No. 3 Mine Forecasts, development entry progress and longwall rate of advance towards Taurus' wells. Not only will this assist with our own planning but will also provide another check to insure that only those wells that must be plugged, are plugged in a safe and timely manner.

We regard this matter as one of major importance, both from the safety and the economic aspect, to both companies. Your cooperation and assistance is greatly appreciated.

Please contact me if you have any questions or comments regarding this letter.

Sincerely,



John A. Wallace

REM/lcd

- cc: R. Payton
- C. Vines
- D. Hagood, JWR
- B. Lawrence, USX

Jim Walter Resources, Inc.
 MINING DIVISION • BROOKWOOD, ALABAMA

July 16, 1991

Mr. Randy McDaniel
 Taurus Exploration, Inc.
 2101 6th Ave. North
 Birmingham, Al. 35203

Dear Randy:

RE: Proposed Notification Procedure -
 JWR Mining Operations Approaching
 Taurus Doge Wells

In response to your request regarding the subject, Jim Walter Resources, Inc. would propose to adopt communication procedures similar to those previously established between USX and Taurus; i.e., ~~notify~~ the designated person within the Taurus organization when the mining operation is within one calendar month's time of reaching a 150 ft. radius limit surrounding the affected doge well. The doge well should be plugged by the projected date of reaching the 150 ft. radius limit with plugging procedures in compliance with contractual obligations and all applicable State and Federal laws, rules and regulations.

Doge wells which are not affected by development mining by virtue of their location, but will be affected at a later date by the longwall operation, may possibly require further consideration from a timing standpoint due to the resultant angle of draw and some amount of differential lateral movement in the strata. The possible effects of such strata movement upon the ability to remove doge well equipment downhole is currently being reviewed and will be addressed at a later date.

Please advise me on the Taurus designated "contact" person(s) as well as any comments you may have on the above-described notification procedure.

Sincerely,



Danny W. Haggood

DWH/swa
 cc: C. Dixon
 G. Sides (USX)

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

AMENDED AND RESTATED
LEASE AGREEMENT FOR APARTMENTS
(THE BLUFF AT WATERWORKS LANDING)

THIS LEASE AGREEMENT FOR APARTMENTS (THE BLUFF AT WATERWORKS LANDING) dated as of the 30th day of June, 2008 (sometimes herein "Effective Date"), between THE BLUFF AT WATERWORKS LANDING, LLC, an Alabama limited liability company, having an office at 1641 McFarland Blvd., Suite A-1, Tuscaloosa, Alabama, 35406 (hereinafter called "Landlord") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation, for and on behalf of The University of Alabama with an address for purposes of this lease of Box 870399, Tuscaloosa, AL 354887-0399 (herein called "Tenant").

INTRODUCTION

1. Landlord is the owner of the real property described on Exhibit "A" attached hereto with a street address of 425 7th Avenue, NE, Tuscaloosa, AL 35404 (sometimes hereinafter, the "Land").
2. Landlord has developed (or is in the process of developing) a residential apartment complex on the Land known as The Bluff at Waterworks Landing (sometimes hereinafter, the "Complex").
3. Tenant desires to lease those residential apartments in the Complex which are identified on Exhibit "B" attached hereto and additional units as they become available and are identified as set out on Exhibit "B-1" attached hereto (sometimes hereinafter, singularly, as an "Apartment" and, collectively, as "Apartments").
4. Each and every of the Apartments may sometimes hereinafter be referred to as the "Premises".
5. The Apartments are contained in one (1) or more buildings located in the Complex, singularly, a "Building" and, together, the "Buildings".
6. Tenant intends, subject to the terms and conditions hereof, to assign Tenant's students to the Apartments (each of which may sometimes be referred to herein as a "Subtenant" (and sometimes together as "Subtenants") and pursuant to the University's standard housing contract with each of the Subtenants, such housing contracts being sometimes referred to herein, singularly, as a "Sublease" and, together, as "Subleases".
7. The managing agent of the Complex is ETI Multifamily Management, Inc., which, together, with any successor managing agent for the Complex, shall be referred to as the "Managing Agent".

8. The Complex contains certain Common Areas, defined below, and any reference to Complex herein shall also include areas of the Complex considered as Common Areas.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, Landlord and Tenant agree as follows:

ARTICLE 1

Premises, Term and Fixed Rent

1.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord upon and subject to the terms, covenants, provisions and conditions of this lease.

1.02 Landlord shall only be obligated to provide and pay for the Landlord Supplied Utilities as defined and as provided in Section 14.01 below.

1.03 The term of this lease (a) shall commence on the Commencement Date (as defined in Section 1.05 hereof) and (b) shall end as provided on Exhibit "B-2" attached hereto (herein called "Expiration Date") or on such earlier date upon which the term of this lease shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this lease.

1.04 The rents shall be and shall consist of: (a) fixed rent (herein called "Fixed Rent") as specified on Exhibit "C" for those units identified on Exhibit "B" attached hereto and as specified on Exhibit "C-1" for those units described on Exhibit "B-1" (sometimes hereinafter, the "Fixed Rent Schedule"); and (b) additional rent (herein called "Additional Charges") consisting of all other sums of money as shall become due from and payable by Tenant to Landlord hereunder; all to be paid in lawful money of the United States to Landlord at its office, or such other place, or to Managing Agent and at such other place, as Landlord shall designate by notice to Tenant.

1.05 (a) The "Commencement Date" shall be August 17, 2008.

(b) The "Rent Commencement Date" shall be the Commencement Date.

1.06 Tenant covenants and agrees to pay Fixed Rent and Additional Charges promptly when due as specified on the Fixed Rent Schedule, without notice or demand therefor and without any abatement, deduction or setoff for any reason whatsoever, except as may be expressly provided in this lease. The August 2008 Rent shall be payable on the date of execution hereof.

1.07 Fixed Rent shall be due and payable on or before the Due Dates set forth on the Fixed Rent Schedule. A late charge of 5% of the amount due shall be payable as an Additional Charge with respect to any installment of Fixed Rent or payment of Additional Charges which have not been paid on or before the expiration of ten (10) days from the Due Date thereof.

1.08 No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Fixed Rent or Additional Charges shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this lease or otherwise at law provided.

1.09 Additional Charges shall be deemed to be rent and Tenant's failure to pay Additional Charges shall be considered a failure to pay rent hereunder, therefore entitling Landlord to all rights and remedies provided herein, or otherwise by law or at equity in connection therewith.

ARTICLE 2

Use of Premises

2.01 Tenant shall use the Premises for purposes of entering into Subleases with its Subtenants (who shall utilize the Apartment subject to each Sublease for residential purposes only and subject to the terms and conditions provided in the Subleases). No Apartment shall be utilized for any other purpose. Landlord shall have a certificate of occupancy for each Building that is the subject of this Lease prior to the Commencement Date.

2.02 If any governmental license or permit shall be required for the proper and lawful use of the Premises or any part thereof as provided in 2.01 above, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit a true photocopy of the same to Landlord for its files. Tenant shall at all times comply with the terms and conditions of each such license or permit procured by Tenant, as well as any other license or permit affecting the Premises.

2.03 Tenant shall not at any time use or occupy the Premises, or suffer or permit anyone to use or occupy the Premises, or do anything in the Premises, or suffer or permit anything to be done in, brought into or kept on the Premises (nor shall Tenant permit any Subtenant or Subtenant Guest, defined below, to do any of the foregoing), that in any manner in the reasonable discretion of Landlord: (a) violates the Certificate of Occupancy for the Complex or any portion thereof; (b) causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (c) constitutes a violation of the laws and requirements of any public authorities; (d) impairs or tends to impair the character, reputation or appearance of the Premises or the Complex (or any portion of either); (e) impairs or tends to impair the proper and economic maintenance, operation and repair of the Premises or the Complex (or any portion of either) and/or its equipment, facilities or systems; (f) annoys or inconveniences or tends to annoy or inconvenience other tenants or occupants of the Complex; or (g) constitutes a nuisance, public or private. For purposes of this Lease, "Subtenant Guest" shall mean any guest, invitee, visitor, agent, contractor or vendor of any Subtenant, any guest, invitee, visitor, agent, contractor or vendor of a Subtenant Guest or any other person accompanying a Subtenant or Subtenant Guest, and any other person visiting or otherwise entering upon the Complex with the express or implied permission of a Subtenant or Subtenant Guest.

2.04 With respect to the Subleases and selection of Subtenants, Tenant shall not discriminate on the basis of race, creed, religion, gender or national origin and shall otherwise at all times be in compliance with all applicable law, regulations, orders, decrees and similar requirements of all governmental authorities and/or tribunals with respect to the leasing or subleasing of residential apartments and other residential real property.

2.05 Landlord will furnish to the University one key for each resident of each Apartment and two (2) spare keys which will be held by the University. The University shall require each Subtenant to pay for replacement of lost or stolen keys.

ARTICLE 3

Common Areas

3.01 The Common Areas (as defined below) and other facilities in or about the Complex shall at all times be subject to the control and management of Landlord and/or Managing Agent or such other parties as Landlord may designate. Tenant shall have no right or interest in the Common Areas, except as expressly granted in this Lease. Landlord shall have and hereby reserves at any time and from time to time during the term of this Lease the right, in its sole discretion: (a) to redesignate, modify , alter, expand, reduce and to change the Common Areas, including without limitation, the area, level, location and arrangement of all parking areas and driveways; (b) to change the character, dimensions and locations of the Common Areas; and (c) to temporarily close any part of the Common Areas for any periods deemed necessary by Landlord or Managing Agent to make repairs or alterations or otherwise.

3.02 "Common Areas" shall mean those areas of the Complex which Landlord and/or Managing Agent deem, in their discretion in the future, to be generally available to all tenants in the Complex on a non-exclusive basis. Examples may include the clubhouse, conference rooms, if any, lobbies, atriums, hallways, public seating areas, public bathrooms, drinking fountains, entrances, elevators and any passageways thereto, corridors, pool, pool deck, vending areas, parking areas, all streets, sidewalks and landscaped areas and any and all other similar facilities or areas provided for the non-exclusive common use or benefit of tenants in the Complex. Tenant acknowledges that some of the above Common Areas are merely planned and will not exist during all or some of the term of this lease.

3.03 Landlord and Tenant agree that: (a) Tenant and Subtenants shall have non-exclusive use of all Common Areas; and (b) Tenant agrees to obey (and to cause Subtenants and Subtenant Guests to obey) any and all Rules and Regulations relating to the Common Areas from time to time.

ARTICLE 4

Intentionally Omitted

ARTICLE 5

Subordination to Superior Parties

5.01 This lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages that may now or hereafter affect the Land and/or any portion of the Complex, whether or not such mortgages shall also cover other lands and/or buildings, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, any such mortgage holder or any of their respective successors in interest may reasonably request to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instruments within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any mortgage to which this lease is subject and subordinate may sometimes be called herein a "Superior Mortgage" and the holder of a Superior Mortgage may sometimes be called herein a "Superior Mortgagee." Superior

Mortgages may sometimes herein be collectively referred to as "Superior Instruments" and singularly as a "Superior Interest" and Superior Mortgagees may also be collectively referred to as "Superior Parties" and singularly as a "Superior Party".

5.02 If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this lease, or to abate or offset against the payment of rent or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given written notice of such act or omission to Landlord and each Superior Mortgagee whose name and address shall previously have been furnished to Tenant, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this lease or otherwise, after similar notice, to effect such remedy plus thirty (30) days), provided such Superior Mortgagee shall with due diligence give Tenant notice of intention to, and commence and continue to, remedy such act or omission.

5.03 If any Superior Party, or any designee of any Superior Party, shall succeed to the rights of Landlord under this lease, whether through possession or foreclosure action or otherwise, then at the request of such party so succeeding to Landlord's rights (herein called "Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as set forth in this lease, except that the Successor Landlord shall not be (a) liable for any previous act or omission of Landlord (or its predecessors in interest); (b) responsible for any monies owing by Landlord to the credit of Tenant; (c) subject to any credits, offsets, claims, counterclaims, demands or defenses that Tenant may have against Landlord (or its predecessors in interest); (d) bound by any payments of rent or other payment for more than the then current month that Tenant might have made to Landlord (or its predecessors in interest); (e) bound by any covenant to undertake or complete any construction of the Premises or any portion thereof; (f) required to account for any security deposit other than any security deposit actually delivered to the Successor Landlord; (g) bound by any obligation to make any payment to Tenant or grant or be subject to any credits; or (h) bound by any modification of this lease, including without limitation, any modification that reduces the Fixed Rent or Additional Charges or other charges payable under this lease, or shortens the term thereof, or otherwise materially adversely affects the rights of the Landlord thereunder, made without the written consent of the Successor Landlord.

ARTICLE 6

Quiet Enjoyment

6.01 So long as Tenant pays all of the Fixed Rent and Additional Charges and observes and performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this lease and to Superior Mortgages.

ARTICLE 7

Assignment, Subletting and Mortgaging

7.01 Except with respect to Subleases permitted as contemplated below and which are otherwise in full compliance with the terms of this lease, Tenant shall not, whether voluntarily, involuntarily, or by operation of law or otherwise (a) assign in whole or in part or otherwise transfer in whole or in part this lease or the term and estate hereby granted, or offer or advertise to do so, (b) sublet the Premises or any part thereof, or offer or advertise to do so, or allow the same to be used, occupied or utilized by anyone other than Tenant, or (c) mortgage, pledge, encumber or otherwise hypothecate this lease or the Premises or any part thereof in any manner whatsoever. Any attempts to do any of the acts referred to in (a) - (c) above shall, at the option of Landlord, be null void and of no effect.

7.02 If this lease be assigned, whether or not in violation of the provisions of this lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or occupied by any person, firm or entity other than Subtenants, whether or not in violation of this lease, Landlord may, after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the Fixed Rent and Additional Charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 7.01, or the acceptance of the assignee, subtenant or occupant as a substitute tenant, or a release of Tenant from the performance by Tenant of Tenant's obligations under this lease. References in this lease to use or occupancy by others (that is, any person, firm or entity other than Tenant) shall not be construed as limited to Subtenants and those claiming under or through Subtenants but shall also include licensees and others claiming under or through Tenant, immediately or remotely.

7.03 In order for a Sublease to a Subtenant to be permitted under the provisions of this lease, it is agreed:

- (a) The Sublease shall be to a student of Tenant;
- (b) The Sublease shall be in a form approved by Landlord prior to the execution of such sublease;
- (c) No subletting under the Sublease shall be for a term (including any renewal or extension options contained in the sublease) ending later than one (1) day prior to the expiration date of this lease;
- (d) No Sublease shall be valid or permitted under this lease, and no subtenant shall take possession of the Premises or any part thereof, until the identity, home address, phone number, contact information for times when the University is closed (for example, Christmas holiday, spring break, etc.), and apartment assignment of each Subtenant has been delivered in writing to Landlord, together with a written representation from Tenant that Subtenant has executed a Sublease; (Landlord acknowledges that Tenant's ability to provide some of the foregoing information may be limited or prohibited by the Family Educational Rights and Privacy Act ("FERPA") and, if so, Tenant shall only be required to provide information permitted by FERPA).

(e) Intentionally Omitted.

(f) Each Sublease shall provide that the Subtenant may not assign its rights thereunder or further sublet the Apartment demised under the Sublease, in whole or in part.

ARTICLE 8

Compliance with Laws

8.01 Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof by the Subtenants. Tenant shall (a) at Tenant's expense, comply with all present and future laws and requirements of any public authorities applicable to the Complex and/or the Premises or the use and occupation thereof, or the abatement of any nuisance in, on or about the Premises or the Complex arising from or attributable to Subtenant's use and occupation thereof, and (b) be responsible for the cost of compliance with all present and future laws and requirements of any public authorities in respect of the Premises or the Complex arising from (i) the continued use of the Complex or Premises or any part of the Premises during the term of this lease, (ii) any cause or condition created by or at the instance of Tenant, or (iv) the breach of any of Tenant's obligations hereunder, whether or not such compliance requires work that is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen; and to the extent permitted by Alabama law Tenant shall pay all the costs, expenses, fines, penalties and damages that may be imposed upon Landlord or any Superior Lessor by reason of or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this section. Landlord, at its expense, shall comply with all other such laws and requirements of public authorities as shall affect the Premises, but may defer compliance so long as Landlord shall be contesting the validity or applicability thereof.

ARTICLE 9

Insurance

9.01 Tenant shall not violate, or permit (and shall require each Subtenant to not violate or permit) the violation of, any condition imposed by any insurance policy then issued in respect of the Premises, Land or Complex of which the Tenant has or is given actual notice and Tenant shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises or the Complex that would subject Landlord or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or that would increase any insurance rate in respect of the Premises, Land or Complex over the rate that would otherwise then be in effect or that would result in insurance companies of good standing refusing to insure the Premises, Land or Complex in amounts reasonably satisfactory to Landlord, or that would result in the cancellation of or the assertion of any defense by the insurer in whole or in part to claims under any policy of insurance in respect of the Premises, Land or Complex.

9.02 If, by reason of any failure of Tenant to comply with the provisions of this lease, the premiums on Landlord's insurance on the Real Property shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand and as Additional Charges, for that part of such premiums attributable to such failure on the part of Tenant.

9.03 Tenant agrees to provide and maintain during the entire term of this lease at its sole expense insurance coverage as defined by its self-insured and self-funded Comprehensive General Liability Trust Fund. This Fund provides general liability insurance coverage to The University of

Alabama System, its affiliates, and employees for which the insured shall become legally obligated to pay as damages because of legal liability arising from bodily injury, death property damage or personal injury, as stated in the declarations and subject to the policy and trust fund terms, conditions, and exclusions. The maximum limits of liability are \$2,000,000 per occurrence and \$2,000,000 aggregate coverage. A certificate evidencing the coverage provided by this Fund and other requirements of this Article 9 shall be provided to Landlord on or before the Commencement Date.

ARTICLE 10

Rules and Regulations

10.01 Tenant shall require each Subtenant to faithfully observe and comply with any and all rules and regulations as Landlord as Managing Agent at any time or times hereafter may make and communicate to Tenant or Subtenant, that, in Landlord's judgment, shall be necessary for the reputation, safety, care and appearance of the Complex, or the preservation of good order therein, or the operation or maintenance of the Complex (any and all of rules and regulations being herein called "Rules and Regulations" and a copy of the current version of the same being attached hereto as Exhibit "D"); provided, however, that in case of any conflict or inconsistency between the provisions of this lease and any of the Rules and Regulations, the provisions of this lease shall control.

10.02 Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations against Tenant, Subtenant, Subtenant Guest or any other tenant or any employees or agents of Tenant or any other tenant, and Landlord shall not be liable to Tenant, any Subtenant or any Subtenant Guest, for violation of the Rules and Regulations by another tenant or her/his/its employees, agents, invitees, guests, visitors or licensees.

ARTICLE 11

Discharge of Liens

11.01 Tenant will not create, or permit to be created, and remain any mechanics' lien filed against the Premises, the Complex or the Land, for work, labor, services, or materials, done for or supplied to or claimed to have done for or supplied to Tenant. Tenant shall discharge any such lien, at its sole cost and expense by the payment thereof or by filing any bond required by law, within ten (10) days from the earlier of:

- (i) the date Tenant receives written demand from Landlord to discharge said lien, or
- (ii) the date Tenant obtains knowledge that any such lien has been filed.

If Tenant shall fail to discharge any such lien, Landlord may at its option, discharge the same and treat the cost thereof as additional rent, due any payable upon receipt by Tenant of a written statement of cost from Landlord. It is hereby expressly agreed that such discharge of any lien by Landlord shall not be deemed to waive or release Tenant from its Default under this lease for failing to discharge the same.

To the extent of those claims are not barred by Tenant's immunity pursuant to Article I, Section 14, Constitution of Alabama of 1901, as amended, and the eleventh amendment of the U.S. Constitution, Tenant will indemnify and hold Landlord harmless from and against any and all claims, damages and

expenses incurred by Landlord, arising from any liens placed against the Premises or the Complex and the Land, as a result of any activities of Tenant, Subtenants and Subtenant Guests.

ARTICLE 12

Removal of Property of Tenants and Subtenants

12.01 On or before the Expiration Date of this lease (or immediately upon any earlier termination of this lease) Tenant, at its expense, shall remove from each of the Apartments all furniture, equipment, clothing and all other property of Tenant and/or Subtenant (hereinafter sometimes referred to as "Tenant/Subtenant Property"), and Tenant shall repair, or make suitable arrangements for making such repairs, any and all damage to the Premises and/or any repairs necessary in order to comply with Tenant's obligations under this lease including, without limitation, the obligations under Article 13 and Article 21, and shall also pay the cost of repairing any and all damage to each and every Apartment resulting from any moving in/moving out, installation, operation, and/or removal of any such Tenant/Subtenant Property.

12.02 Any other items of Tenant/Subtenant Property that shall remain in the Premises after the Expiration Date of this lease, or within 15 days following an earlier termination date, may at the option of Landlord, be deemed to have been abandoned, and in such case such items may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, all at Tenant's expense.

ARTICLE 13

Repairs and Maintenance

13.01 Tenant shall (and shall require each Subtenant in each Sublease), at Tenant's expense if Subtenant shall violate such requirement, throughout the term of this lease, to take good care of and maintain in good order and condition the Apartments and the fixtures and improvements therein including, without limitation, any and all of Tenant/Subtenant Property. Tenant shall be responsible for all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Apartments, the need for which arises out of: (a) the failure of Tenant or Subtenant to comply with the foregoing repair and maintenance obligations; or (b) (i) the performance, installation, removal, or existence of alterations to an Apartment by Tenant, or Subtenant without the Tenant's prior consent, (ii) the moving of any Tenant/Subtenant Property in or out of the Apartments, or (c) any act, omission, misuse or neglect of Tenant, any Subtenants or Subtenant Guests, or their respective employees, agents, contractors, guests, vendors, visitors or invitees, but excluding normal wear and tear.

Such repair and maintenance obligations shall be at the expense of Tenant and shall include, but shall not be limited to, the following: (a) the repair and replacement of broken, scratched or damaged glass, windows and doors (including both interior and exterior doors); (b) replacement of lost keys; (c) repairs, maintenance and replacement of wall and floor coverings; and (d) proper maintenance, operation and use of all appliances, electrical fixtures and systems, and all other systems (including HVAC and plumbing systems). Further, neither Tenant nor any Subtenant shall misuse, abuse or damage any of the same. All repairs in and to the Apartments for which Tenant is responsible shall be promptly performed

by Tenant in a manner that will not interfere with the use of the Building by others. Any repairs in or to the Premises, or the Building and the facilities and systems thereof for which Tenant is responsible, may, at Tenant's request, be performed by Landlord at Tenant's expense; but Landlord may, at its option, before commencing any such work or at any time thereafter, require Tenant to furnish to Landlord such security, in form and amount as Landlord shall deem necessary to assure the payment for such work by Tenant.

13.02 Tenant or Subtenant shall give Landlord prompt notice of any defective condition in any plumbing, heating, air-conditioning or ventilation system or electrical lines or other mechanical systems located in, servicing or passing through the Premises. Following such notice, Landlord shall endeavor to remedy the conditions, but at the expense of Tenant if Tenant, any Subtenant or any Subtenant Guest is responsible for same under the provisions of this article.

13.03 Except as otherwise expressly provided in this lease, Landlord shall have no liability to Tenant or any Subtenant, nor shall Tenant's covenants and obligations under this lease be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury arising from Landlord's making any repairs or changes that Landlord is required or permitted by this lease, or required by law, to make in or to the fixtures, equipment or appurtenances of the Premises.

ARTICLE 14

Landlord Services

14.01 The only services which Landlord shall be required to provide in connection with this lease and the Premises shall be to supply the following utility services: electricity, water, sewer, trash, internet (from a provider with which Landlord will contract for the Complex) and Comcast basic cable service (together "Landlord Supplied Utilities"). Landlord shall have no other responsibility for the supply of any other services including, without limitation, telephone service.

14.02 In addition to those services set out in paragraph 14.01 above, Landlord shall pay to Tenant as a contribution to the cost to Tenant for providing transportation services to students residing at the Complex the following amounts: for 2008-09, \$25,000.00; for 2009-10, \$36,000.00; for 2010-11, \$36,000.00; for 2011-12, \$15,000.00; and for 2012-13, \$5000.00. These payments shall be made in a lump sum payment at the beginning of each term for the years set out above. Tenant agrees to require its transportation service provider to post a Bluffs logo on the sides of the bus or van providing transportation services.

14.03 Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense that Tenant may sustain or incur if (i) the supply of any utilities to the Premises is temporarily interrupted or (ii) the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements, or (iii) by reason of any requirement of the public utility serving the Building or (iv) for any other reason whatsoever.

ARTICLE 15

Compliance with Subleases

15.01 Tenant shall ensure that each Subtenant will perform the obligations of Subtenant under each Subtenant housing contract.

ARTICLE 16

Landlord Access to Building and Premises

16.01 Landlord reserves the right and Tenant agrees that Landlord, Managing Agent and/or any person authorized by either of them shall be permitted to conduct, and each and every Sublease shall contain a provision specifically permitting Landlord, Managing Agent and/or persons authorized by either to conduct the activities provided in this Article 16.

16.02 Landlord reserves the right, and upon reasonable prior notice, Tenant shall permit Landlord, Managing Agent and/or persons authorized by either, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises.

16.03 Landlord, Managing Agent and/or persons authorized either of them shall have the right to enter and/or pass through the Premises at any time or times (a) to examine the Premises and to show them to Superior Mortgagees, or prospective purchasers, mortgagees or lessees of the Premises; (b) to make such repairs, alterations, additions and improvements in or to the Premises and/or in or to the Building(s) or its facilities and equipment as Landlord, Managing Agent and/or persons authorized by either of them is or are required or desire to make, and (c) to read any utility meters located in or around the Premises; provided, however, that if such entry and/or pass through requires entry into an Apartment, then before entering the Apartment Landlord shall give Tenant no less than 72 hours advance notice of its impending entry into the Apartment. For the purpose of making repairs or maintaining its Premises, Landlord, Managing Agent and such persons authorized by either of them shall be allowed to take all necessary repair and maintenance materials into any of the Apartments and/or in or around any of the Buildings that may be required in connection therewith, without any liability to Tenant or any Subtenant and/or without any reduction of covenants and obligations hereunder, subject to the notice to tenant requirement.

16.04 Landlord reserves the right, at any time, without it being deemed a constructive eviction and without incurring any liability to Tenant or Subtenant therefor, or affecting or reducing any of Tenant's covenants and obligations hereunder, to make or permit to be made such changes, alterations, additions and improvements in or to the Premises and/or any of the Buildings and the fixtures and equipment thereof, as well as in or to the entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public parts of the Premises or Building(s), as Landlord shall deem necessary or desirable.

16.05 If Tenant or any Subtenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be urgently necessary by reason of fire or other emergency, Landlord, Managing Agent or any person authorized by either of them, with concurrent notice to the Tenant, may forcibly enter the same without rendering Landlord, Managing Agent or any person authorized by either of them, without liability or obligation to Tenant or any Subtenant (provided, however, reasonable care shall be afforded to Tenant/Subtenant Property) and without in any manner affecting the obligations and covenants of Tenant under this lease.

ARTICLE 17
Notice of Occurrences

17.01 Tenant (or its Subtenant) shall give prompt notice to Landlord of (a) any occurrence in or about the Premises or the Complex for which Landlord might be liable, (b) any fire or other casualty in the Premises or the Complex, (c) any damage to or defect in the Premises or the Complex, including the fixtures, equipment and appurtenances thereof, for the repair of which Landlord might be responsible, and (d) any damage to or defect in any part or appurtenances of the sanitary, electrical, heating, ventilating, air-conditioning, elevator or other systems located in or passing through the Premises, any of the Buildings or any part of either.

ARTICLE 18
Non-Liability and Indemnification

18.01 Neither Landlord, Managing Agent any Superior Mortgagee, nor any partner, member, director, officer, shareholder, principal, agent, servant or employee of Landlord, Managing Agent or any Superior Mortgagee (in any case whether disclosed or undisclosed), shall be liable to Tenant for any loss, injury or damage to Tenant, to any Subtenant, to any Subtenant Guest, or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any damage to property of Tenant, any Subtenant or any Subtenant Guest nor for loss of or damage to any such property by theft or otherwise unless caused by or resulting from the sole negligence of Landlord, Managing Agent, its agents, servants or employees in the operation or maintenance of the Premises or the Building(s). Further, neither Landlord, Managing Agent, any Superior Mortgagee, nor any partner, director, officer, agent, servant or employee of Landlord, or any Superior Mortgagee, shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the Premises, the Complex or the Building(s), or caused by operations in construction of any private, public or quasi-public work; or (b) even if negligent, for consequential damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant/Subtenant Property therein by Tenant, Subtenant, Subtenant Guest or any person claiming through or under Tenant.

18.02 To the extent of those claims that are not barred by the Tenant's immunity pursuant to Article I, Section 14, Constitution of Alabama of 1901, as amended, and the eleventh amendment of the U.S. Constitution, Tenant shall indemnify and hold harmless Landlord, Managing Agent and all Superior Mortgagees and its and their respective partners, Managing Agent, directors, officers, agents and employees from and against any and all claims arising from or in connection with (a) any activities within the Premises or any work or thing whatsoever done, or any condition created (other than by Landlord) in or about the Premises during the term of this lease; (b) any act, omission or negligence of Tenant, any Subtenants, any Subtenant Guests, or their respective licensees, agents, employees, invitees or contractors either within or beyond the Premises; (c) any accident, injury or damage whatever (unless caused solely by Landlord's negligence) occurring in, at or upon the Premises or, if a result of any act, activity, omission, or negligence of Tenant, any Subtenant, any Subtenant Guest or any of their respective licensees, agents, employees, invitees or contractors, within the Complex; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses. In case any action or proceeding be brought against Landlord, Managing Agent and/or any Superior

Mortgagee and/or its or their partners, members, directors, officers, agents and/or employees by reason of any such claim, Tenant, upon notice from Landlord, Managing Agent, or such Superior Mortgagee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord, Managing Agent, or such Superior Mortgagee).

ARTICLE 19

Damage or Destruction

19.01 If any Building or any Apartment situated therein shall be partially or totally damaged or destroyed by fire or other casualty (and if this lease shall not be terminated as in this article hereinafter provided), Landlord shall repair the damage to and restore and rebuild the Building and the Apartment excluding Tenant Subtenant Property) with reasonable dispatch after notice to Landlord of the damage or destruction and the collection of the insurance proceeds attributable to such damage.

19.02 Subject to the provisions of Section 19.05, if all or part of any Building or any Apartment situated therein shall be damaged or destroyed or rendered completely or partially untenantable on account of fire or other casualty which shall have occurred as a result of no fault of Tenant, Subtenant, or any Subtenant Guest, the Fixed Rent and the Additional Charges under Article 3 hereof shall be abated in the proportion that the untenantable area of the Premises bears to the total area of the Premises, for the period from the date of the damage or destruction to (i) the date the damage to the Premises shall be substantially repaired (provided, however, that if in Landlord's judgment such repairs would have been substantially completed at an earlier date but for Tenant's having failed to reasonably cooperate with Landlord in effecting such repairs, then the Premises shall be deemed to have been repaired substantially on such earlier date and any reduction or abatement shall cease) or (ii) if the Building and not an Apartment is so damaged or destroyed, the date on which the Apartment shall be made tenantable; provided, however, should Tenant or any of its Subtenants reoccupy a portion of the Apartment during the period the repair work is taking place and prior to the date that the an Apartment are substantially repaired or made tenantable, the Fixed Rent and the Additional Charges allocable to such reoccupied portion, based upon the proportion that the area of the reoccupied portion of the Apartment bears to the total area of the Apartment, shall be payable by Tenant from the date of such occupancy.

19.03 If any of the Buildings shall be totally damaged or destroyed by fire or other casualty, or if the Building(s) shall be so damaged or destroyed by fire or other casualty (whether or not the any of the Apartments therein are damaged or destroyed) that its repair or restoration (in Landlord's discretion) requires more than one hundred eighty (180) days or the expenditure of more than twenty percent (20%) of the full insurable value of the Building(s) immediately prior to the casualty, then in any such case Landlord may terminate this lease by giving Tenant notice to such effect within ninety (90) days after the date of the casualty. For the purpose of this Section only, "full insurable value" shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the damaged Building(s).

19.04 Tenant shall not be entitled to terminate this lease and Landlord shall have no liability to Tenant for inconvenience, loss or business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building(s) pursuant to this article. Landlord shall use reasonable efforts to make such repair or restoration promptly and in such manner as to not unreasonably interfere with Tenant's use and occupancy of the Premises, but Landlord shall not be required to do such repair or restoration work except during Business Hours of Business Days.

19.05 Notwithstanding any of the foregoing provisions of this article, if by reason of fault on the part of Tenant or any of its Subtenants or Subtenant Guests, servants, employees, agents or contractors, either (a) Landlord or any Superior Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destructions of the Premises or the Building(s) by fire or other casualty, or (b) the Premises or the Building(s) shall be damaged or destroyed or rendered completely or partially untenable on account of fire or other casualty, then, without prejudice to any other remedies that may be available against Tenant, there shall be no abatement or reduction of Fixed Rent or Additional Charges. Further, nothing contained in this article shall relieve Tenant from any liability that may exist as a result of any damage or destruction by fire or other casualty.

19.06 Landlord will not carry insurance of any kind on Tenant/Subtenant Property and shall not be obligated to repair any damage to or replace any Tenant/Subtenant Property and Tenant and Subtenants agree to look solely to their respective insurance for recovery of any damage to or loss of Tenant/Subtenant Property. Landlord, at its cost and expense, is responsible for obtaining and maintaining fire and extended coverage insurance on the building(s) and on its personal property.

ARTICLE 20

Eminent Domain

20.01 If the whole or a substantial part of the Premises is condemned or acquired in lieu of condemnation for any public or quasi-public use or purpose, by right of eminent domain or otherwise, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority. Landlord shall be entitled to receive the entire award or payment in connection with any taking without reduction therefrom for any estate vested in Tenant by this lease or any value attributable to the unexpired portion of the term of this lease and Tenant shall receive no part of such award except as hereinafter expressly provided in this article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to every such award or payment and waives any right to the value of the unexpired portion of the term of this lease. Tenant may make a separate claim against the condemning authority for a separate award for the value of any Tenant's tangible personal property and trade fixtures, for moving and relocating expenses and for such business damages and/or consequential damages as may be allowed by law, provided the same shall not diminish the amount of Landlord's award.

20.02 If less than a substantial part of the Premises is condemned or acquired in lieu of condemnation for any public or quasi-public use or purpose, by right of eminent domain or otherwise, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. For purposes of this article, Landlord, in its sole discretion, shall have determined whether a "substantial part of the Premises" shall be taken.

ARTICLE 21

Surrender; Tenant's Duties Upon Expiration or Termination

21.01 On or before Expiration Date or earlier termination of this lease and in addition to, and not in lieu of the other duties and obligations under this lease and other applicable laws and requirements of any public authorities, or in any document incorporated herein by reference, Tenant shall require each Subtenant to fulfill all requirements outlined in the Rules and Regulations: and also (b) Tenant shall fulfill or perform the following duties:

1. remove all items of Tenant/Subtenant Property on or before the Expiration Date or the date of the earlier termination of this lease;
2. have its Subtenants immediately vacate all Apartments at the time of said expiration or termination;
3. return all Apartments to Landlord in substantially the same or better condition as the Apartments existed, subject to normal wear and tear, when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;
4. pay all fixed rent and additional charges due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
5. return all keys to the Apartment to Landlord;
6. remove all Tenant/Subtenant Property from the Complex areas, including, but expressly not limited to, boats, trailers, motor vehicles, campers, and any other items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out herein); and
7. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease and Subtenant under the Sublease.

21.02 No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and each Superior Mortgagee whose mortgage provides that no such surrender may be accepted without its consent.

ARTICLE 22

Default by Tenant

22.01 The happening of any one or more of the following listed events (hereafter referred to singly as a "Default" and plurally as "Defaults") shall constitute a breach of this lease on the part of the Tenant, namely:

(a) the failure of Tenant to pay any part or portion of the Fixed Rent or Additional Charges as provided for in this Lease, although no legal or formal demand has been made, and such failure to pay continues for a period of five (5) days after written notice addressed to Tenant has been delivered by Landlord; or

(b) if Tenant violates or fails to perform any of the other conditions, covenants, or agreements of this Lease made by Tenant, and any violation or failure to perform any of those conditions, covenants, or agreements continues for a period of five (5) days after written notice thereof

has been delivered by Landlord to Tenant, or, in the case where the violation or failure to perform cannot be corrected within five (5) days, Tenant does not begin to correct the violation or failure to perform within five (5) days after receiving Landlord's written notice and/or Tenant thereafter does not diligently pursue the correction of the violation or failure to perform and cure the same within a period not to exceed thirty (30) days.

ARTICLE 23

Landlord's Remedies

23.01 Upon the occurrence of any Default, Landlord shall have the right, at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may otherwise have by reason of such Default, to exercise any or all of the following remedies:

(a) maintain the lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to re-let the Demised Premises at such rent and upon such condition and for such a term, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises (such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant). In the event any such re-letting occurs, this Lease shall terminate automatically upon the new tenant(s) taking possession of the Premises notwithstanding that Landlord does not elect to terminate the Lease initially. Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant; or

(b) terminate Tenant's right to possession by any lawful means, and Tenant shall immediately surrender possession of the Premises to Landlord; or

(c) recover from Tenant the entire rent then remaining unpaid for the full lease term and any other damages incurred by Landlord by reason of Tenant's default, including, without limitation thereto, the following:

(i) any unpaid rent as of the termination date; plus

(ii) the amount by which the unpaid rent which would have been earned after termination for the balance of the Term exceeds the costs proved to be avoided by Landlord as a result of not having to perform under this Lease; plus;

(iii) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

(d) Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Demised Premises, which Landlord in its sole discretion deems reasonable and necessary. The worth of future payments due shall be the present value based on a discount equal to the Interest Rate.

(e) In addition to payments required by paragraph (b) above, Tenant shall compensate Landlord for the following: all expenses incurred by the Landlord in repossession (including any increase in insurance premiums caused by the vacancy of the Premises), and re-letting (including repairs, remodeling, replacements, advertisements, and brokerage fees); all concessions granted to a new tenant upon re-letting (including renewal options); all leases incurred by Landlord as a direct or indirect result of Tenant's default (including any adverse reaction by any Superior Mortgagee by other tenants or potential tenants of the Complex); and a reasonable allowance for Landlord's administrative efforts, salaries, and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided under this Lease and applicable law.

(f) At the Landlord's election, in the event of non-payment or rent or any other material default by Tenant, then Tenant agrees to require each Subtenant to pay, in addition to any other remedy, fee, or expense provided for in this Lease, all rent shall immediately be due and payable in full.

ARTICLE 24

Intentionally Omitted

ARTICLE 25

Affirmative Waivers

25.01 Tenant, on behalf of itself and any and all persons claiming through or under Tenant, does hereby waive and surrender all right and privilege that it, they or any of them might have under or by reason of any present or future law, to redeem to the Premises or to have a continuance of this lease after being dispossessed or ejected therefrom by process of law or under the terms of this lease or after the termination of this lease or after the termination of this lease as provided in this lease.

25.02 If Tenant is in arrears in payment of Fixed Rent or Additional Charges, Tenant waives Tenant's right, if any, to designate the items to which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to such items as Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items that any such payments shall be credited.

25.03 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, including, without limitation, any claim of injury or damage, and any emergency and other statutory remedy with respect thereto.

25.04 Tenant shall not interpose any counterclaim of any kind in any action or proceeding commenced by Landlord: (a) to recover possession of the Premises; or (b) to otherwise enforce the obligations of Tenant under lease.

ARTICLE 26

No Waivers

26.01 The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the obligations Tenant under this lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this lease or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Fixed Rent or partial payments thereof or Additional Charges or partial payments thereof with knowledge of breach by Tenant of any obligation of this lease shall not be deemed a waiver of such breach.

26.02 If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies and/or an agreement for the renewal hereof at the expiration of the term, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of the term shall not be considered an extension thereof or a vested right in Tenant to such further term so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term.

ARTICLE 27

Curing Tenant's Defaults

27.01 If Tenant shall default in the performance of any of Tenant's obligations under this lease, Landlord or any Superior Mortgagee without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the applicable grace period, if any. If Landlord effects such cure by bonding any lien that Tenant is required to bond or otherwise discharge, Tenant shall obtain and substitute a bond for Landlord's bond at its sole cost and expense and reimburse Landlord for the cost of Landlord's bond.

27.02 Bills for any expenses incurred by Landlord or any Superior Mortgagee in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees, involved in collecting or endeavoring to collect the Fixed Rent or Additional Charges or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, under or in connection with this lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Premises after default by Tenant or upon the expiration or sooner termination of this lease, and interest on all sums advanced by Landlord or such Superior Mortgagee under this Section and/or Section 27.01 (at the Interest Rate or the maximum rate permitted by law, whichever is less) may be sent by Landlord or such Superior Mortgagee to Tenant monthly, or immediately, at its option, and such amounts shall be due and payable as Additional Charges in accordance with the terms of such bills.

ARTICLE 28

Broker

28.01 Tenant covenants, warrants and represents that no broker was instrumental in bringing about or consummating this lease and that Tenant had no conversations or negotiations with any broker except the Broker concerning the leasing of the Premises.

ARTICLE 29

Notices

29.01 Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to this lease or pursuant to any applicable law or required of public authority (collectively, "notices") shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made only if sent by registered or certified mail, return receipt requested, posted in a United States post office station or letter box in the continental United States, addressed to the other party at the address set forth Section 29.03 below, and shall be deemed to have been given, rendered or made on the day so mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices intended for it. Notwithstanding the foregoing, with respect to an occurrence presenting imminent danger to the health or safety of persons or damage to property in, on or about the Premises or during a postal strike, notices may be hand delivered to a party at the address to which notices to that party are to be sent, provided that the same notice is also sent in the manner set forth above. A copy of all notices to Landlord shall be provided to Landlord's attorney, C. Barton Adcox, Adcox, Lewis, Smyth & Winter PC, 611 Helen Keller Boulevard, Tuscaloosa, AL 35404, or such other address as such attorney shall provide.

29.02 Notices hereunder from Landlord may be given by Managing Agent or by Landlord's attorney.

29.03 Unless a different address is designated in the manner described in Section 29.01, notice shall be set to the parties at the following addresses:

If to Landlord, to:

The Bluff at Waterworks Landing, LLC
c/o Advantage Realty
1641 N. McFarland Blvd. Suite A-1
Tuscaloosa, AL 35406
Telephone (205) 345-0116
Facsimile (205) 758-1831

If to the University, to:

Executive Director
Housing and Residential Communities
1 Mary Burke Hall East
Box 870399
Tuscaloosa, Alabama 35487-0399
Telephone (205) 348-9364
Facsimile (205) 348-3481

ARTICLE 30

Estoppel Certificates

Each party agrees, at any time and from time to time, on or prior to the tenth day following a written request by the other party, to execute and deliver to the other a statement certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the Commencement Date, Expiration Date and the dates to which the Fixed Rent and Additional Charges have been paid, certifying whether or not any security deposit has been delivered in connection herewith and the amount thereof, stating whether or not, to the best of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer shall have knowledge and stating whether or not, to the best of the signer, any event has occurred that with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing, regardless of independent investigation. Tenant also shall include or confirm in any such statement such other information concerning this lease as Landlord may reasonably request. Tenant also shall execute and deliver such a statement to any Superior Party within ten (10) days after request by any such Superior Party therefor, and to include or confirm any such statement such other information concerning this lease as such Superior Party may reasonably request.

ARTICLE 31

Intentionally Omitted

ARTICLE 32

No Representation by Landlord

32.01 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this lease or in any other written agreement that may be made between the parties concurrently with the execution and delivery of this lease and shall expressly refer to this lease. All understandings and agreements heretofore had between the parties are merged in this lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this lease or any other written agreement(s) made concurrently herewith.

ARTICLE 33

Intentionally Omitted

ARTICLE 34

Holdover

34.01 (a) In the event the lease is not renewed or a new lease is not entered into between the parties, and if Tenant shall then hold over after the expiration of the term of this lease, and if Landlord shall then not proceed to remove Tenant from the Premises in the manner permitted by law (or shall not have given written notice to Tenant that Tenant must vacate the Premises) irrespective of whether or not Landlord accepts rent from Tenant for a period beyond the Expiration Date, the parties hereby agree that Tenant's occupancy of the Premises after the expiration of the term shall be under a month-to-month tenancy commencing on the first day after the expiration of the term, which tenancy shall be upon all of the terms set forth in this lease except Tenant shall pay on the first day of each month of the holdover period as Fixed Rent, an amount equal to three (3) times the Fixed Rent payable by Tenant under this lease for the period of August 17, 2008 - September 16, 2009. Further, Landlord shall not be required to perform any work, furnish any materials or make any repairs within the Premises during the holdover period. It is further stipulated and agreed that if Landlord shall, at any time after the expiration of the original term or after the expiration of any term created thereafter, proceed to remove Tenant from the Premises as a holdover, the Fixed Rent for the use and occupancy of the Premises during any holdover period shall be calculated in the same manner as set forth above. In addition to the foregoing, Landlord shall be entitled to recover from Tenant any losses or damages arising from such holdover. Notwithstanding the foregoing, a Subtenant who after the Expiration Date or date of earlier termination of this lease signs a lease with the Landlord may continue to occupy the Apartment under the terms and conditions and at the rent specified in the lease between the Subtenant and Landlord.

(b) If Tenant shall hold over or remain in possession of any portion of the Premises beyond the Expiration Date or sooner termination of this lease, Tenant shall be subject not only to summary proceeding and all damages related thereto, but also to any and all damages arising out of any lost opportunities (including, without limitation, any new leases that Landlord is unable to perform because of Tenant's holdover). All damages to Landlord by reason of such holding over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

ARTICLE 35

Miscellaneous Provisions and Definitions

35.01 No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this lease, in whole or in part, including, without limitation, this Section 35.01, unless such agreement is in writing, refers expressly to this lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought. If Tenant shall at any time request Landlord to sublet the Apartments for Tenant's account, Landlord or its agent is authorized to receive keys for such purposes without releasing Tenant from any of its obligations under this lease, and Tenant hereby releases Landlord of any liability for loss or damage to any of the Tenant/Subtenant Property in connection with such subletting.

35.02 Except as otherwise expressly provided in this lease, the obligations of this lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that no violation of the provisions of Article 7 shall operate to vest any rights in any successor or assignee of Tenant.

35.03 Tenant shall look only to Landlord's estate and property in the Land and the Building(s) for the satisfaction of Tenant's remedies, for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners, members, officers, directors, shareholders or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

35.04 The obligations of Tenant hereunder shall be in no wise affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, nor shall it be deemed a constructive eviction, nor shall Tenant be entitled to any diminution or abatement of rent or other compensation, nor shall this lease be affected because (a) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this lease by reason of accidents, strike, work slowdown, lock-out or other labor trouble, inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) of the stoppage or interruption of any heating, elevator, escalator, lighting, ventilating, air-conditioning, steam, power, electricity, water, cleaning or other service to be furnished hereunder and/or the stoppage or interruption of the use of any Building facilities or systems at such times as may be necessary and for as long as may reasonably be required by reason of any of the causes set forth in clause (a) of this sentence, or the making of repairs, alterations or

improvements; or (c) of any failure or defect in the supply, quantity or character of utilities furnished to the Premises, by reason of any act or omission of the public utility or others serving the Building(s) or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control.

35.05 For the purposes of this lease, the following terms have the meanings indicated:

(a) The term "mortgage" shall include a mortgage and the term "holder of a mortgage" or "mortgagee" or words of similar import shall include a mortgagee of a mortgage or a beneficiary of a deed of trust.

(b) The term "laws and requirements of any public authorities" and words of a similar import shall mean laws and ordinances of any or all of the federal, state, city, town, county, borough and village governments and rules, regulations, orders and directives of any and all departments, subdivisions, bureaus, agencies or offices thereof, and any other governmental, public or quasi-public authorities having jurisdiction over the Premises, and the direction of any public officer pursuant to law, whether now or hereafter in force.

(c) Intentionally Omitted.

(d) The term "Tenant" shall mean the Tenant herein named or any assignee or other successor in interest (immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant's estate and interest granted by this lease; but the foregoing provisions of this subsection shall not be construed to permit any assignment of this lease or to relieve the Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this lease.

(e) The terms "Landlord shall have no liability to Tenant" or "the same shall be without liability to Landlord" or "without incurring any liability to Tenant therefor," or words of similar import shall mean that Tenant is not entitled to terminate this lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of rent, or to be relieved in any manner of any of its other obligations hereunder, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this lease or with respect to the use or occupancy of the Premises by Tenant or Subtenant.

(f) The terms "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this lease as a whole, and not to any particular article or section, unless expressly so stated.

(g) The term "and/or" when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question.

(h) The term "person" shall mean any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity.

(i) The term "Interest Rate," when used in this lease, shall mean an interest rate equal to two percent (2%) above the so-called prime rate of interest established and approved by Compass Bank, or its successors or assigns by acquisition, merger or otherwise, from time to time, as its interest rate charged for unsecured loans to its corporate customers, but in no event greater than the highest lawful rate from time to time in effect.

35.06 Except as otherwise provided in this lease, whenever prior consent or permission of Landlord is required before the Tenant is authorized to take a particular type of action, the decision to do so shall be within the sole discretion of the Landlord. This decision shall not constitute a breach under this lease, or a defense by the Tenant to its performance of any covenant, duty, or obligation hereunder that the Landlord delayed or withheld the granting of consent or permission, whether or not the decision to do so was, in the Tenant's opinion, prudent, reasonable, or based on good cause.

35.07 Tenant agrees that any clerical errors or mistakes in this Lease arising from oversight or omission may be corrected by the Landlord at any time and at its own discretion.

35.08 Upon the expiration or other termination of this lease neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this lease and except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this lease, may be, performed after such expiration or other termination; and, in any event, unless otherwise expressly provided in this lease, any liability for a payment (including, without limitation, Additional Charges under Article 3) that shall have accrued to or with respect to any period ending at the time of expiration or other termination of this lease shall survive the expiration or other termination of this lease.

35.09 If any Superior Mortgagee shall require any modification(s) of this lease, Tenant shall, at Landlord's request, promptly execute and deliver to Landlord such instruments effecting such modification(s) as Landlord shall require, provided that such modification(s) do not adversely affect in any material respect any of Tenant's rights under this lease.

35.10 The submission by Landlord of the lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed the lease and duplicate originals thereof shall have been delivered to the respective parties.

35.11 Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of laws principles. If any provisions of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles in this lease are solely for convenience of references and shall not affect its interpretation. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. Each covenant, agreement, obligation or other provision of this lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this lease. All terms and words used in this lease shall be deemed to include any other number and any other gender as the context may require.

35.12 If under the terms of this lease Tenant is obligated to pay Landlord a sum in addition to the Fixed Rent under the lease (i.e. any Additional Charges) and no payment period therefor is specified, Tenant shall pay Landlord the amount due within 10 days after being billed.

35.13 All bills, invoices or statements rendered to Tenant pursuant to the terms of this lease shall be deemed binding and conclusive if, within sixty (60) days of receipt of the same, Tenant fails to notify landlord, in writing, of its intention to dispute such bill, invoice or statement.

35.14 Notwithstanding anything to the contrary contained in this lease, during the continuance of any default by Tenant, (a) Tenant shall not be entitled to exercise any rights or options, or to receive any funds or proceeds being held, under or pursuant to this lease; and (b) Landlord shall not be obligated to furnish to Tenant or the Premises any services outside of business hours on business days, and the discontinuance of any one or more such services shall be without liability by Landlord to Tenant and shall not reduce, diminish or otherwise affect any of Tenant's covenants and obligations under this lease.

35.15 Intentionally Omitted.

35.16 Tenant shall not record this lease or any memorandum thereof.

35.17 The rights in favor of Landlord and Tenant set forth in this lease shall be for the exclusive benefit of Landlord and Tenant, respectively, it being the express intention of the parties that in no event shall such rights be conferred upon or for the benefit of any third party, except for the Subtenants who are students at The University of Alabama.

35.18 Any claims against the Tenant shall be submitted to the Alabama State Board of Adjustment. The Tenant does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment shall be in the Circuit Court of Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama, Western Division.

(Signature Page Follows)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this lease as of the day and year first above written.

LANDLORD:

The Bluff at Waterworks Landing, LLC

By: _____

Its: _____

TENANT:
The Board of Trustees of The
University of Alabama

By: _____
Lynda Gilbert
Vice President for Financial Affairs /Treasurer
The University of Alabama

EXHIBIT A

DESCRIPTION OF THE LAND

Street Address: 425 7th Avenue, NE, Tuscaloosa, AL 35404

A parcel of land being a part of Lot 2 of Riverview Subdivision as recorded in Plat Book 2006, Page 51 of the records of the Probate Office of Tuscaloosa County, Alabama, being more particularly described as follows:

Begin at the southeastern most corner of said Lot 2, said point being at the intersection of the north right-of-way margin of Jack Warner Parkway and the west right-of-way margin of the Seaboard System Railroad; thence run S 84°45'32" W on the north right-of-way margin of said Jack Warner Parkway a distance of 273.22' to a point of curvature of a curve to the right having a radius of 1322.69 and a delta of 4°29'22"; thence run S 87°00'13" W a chord distance of 103.61' to the intersection of the north right-of-way margin of said Jack Warner Parkway and the east margin of a prescriptive right-of-way; said point being on a curve to the right having a radius of 89.00' and a delta of 43°30'05"; thence run N 00°35'58" W a chord distance of 65.96' to a point of curvature of a curve to the left having a radius of 1581.74' and a delta of 15°45'17"; thence run N 13°16'26" E a chord distance of 433.57' to a point; thence run N 20°38'01" E a distance of 44.68' to a point of curvature of a curve to the left having a radius of 607.11' and a delta of 12°34'28"; thence run N 14°20'47" E a chord distance of 132.97' to a point; thence run N 08°03'33" E a distance of 180.32' to a point; thence run N 58°20'56" E a distance of 55.37' to a point; thence run N 72°22'04" E a distance of 25.72' to a point; thence run N 86°00'14" E a distance of 69.39' to a point; thence run S 89°20'15" E a distance of 89.91' to a point of curvature of a curve to the left having a radius of 185.18' and a delta of 48°22'54"; thence run N 66°28'18" E a chord distance of 151.76' to a point; thence run S 47°43'09" E a distance of 238.17' to a point on the west right-of-way margin of aforesaid Seaboard System Railroad; said point being on a curve to the left having a radius of 1199.23' and a delta of 3°01'03"; thence run S 42°41'56" W a chord distance of 63.15' to a point; thence run S 00°19'15" E a distance of 38.25' to a point on a curve to the left having a radius of 1174.23' and a delta of 22°21'00"; thence run S 28°37'02" W a chord distance of 455.15' to a point; thence run S 17°26'32" W a distance of 276.23' to the point of beginning; containing 8.76 acres, more or less.

EXHIBIT B

The Bluff at Waterworks Landing University of Alabama Unit #'s

June 11, 2008

3 Bedroom Units

<u>Suite #</u>	<u>Address</u>
1101	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1109	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1201	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1209	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1301	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1401	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2101	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2110	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2201	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2210	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2301	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2310	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2401	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2410	425 7th Ave, N.E., Tuscaloosa, AL. 35404

2 Bedroom Units

<u>Suite #</u>	<u>Address</u>
1103	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1104	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1106	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1303	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1304	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1305	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1307	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1403	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1404	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1406	425 7th Ave, N.E., Tuscaloosa, AL. 35404
1407	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2103	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2104	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2105	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2106	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2107	425 7th Ave, N.E., Tuscaloosa, AL. 35404

2204	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2205	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2206	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2207	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2208	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2305	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2306	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2307	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2308	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2405	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2406	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2407	425 7th Ave, N.E., Tuscaloosa, AL. 35404
2408	425 7th Ave, N.E., Tuscaloosa, AL. 35404

EXHIBIT B-1

The Bluff at Waterworks Landing Additional University of Alabama Unit #'s

I. January 1, 2009 through August 10, 2009.

Beginning January 1, 2009, Landlord shall make available to Tenant 2-bedroom and 3-bedroom units in Building 3 of the Complex in addition to those listed in Exhibit B that will provide 69 additional beds. Landlord may also have an additional 6 beds available from Buildings 1 and 2 of the Complex.

II. August 11, 2009 through August 10, 2011.

Beginning August 10, 2009 Tenant shall lease 100% of the available 2-bedroom and 3-bedroom units in Buildings 1, 2, and 3 of the Complex, depending on renewals by Landlord's non-University tenants. The total number of available beds will be between 184 and 208. Landlord agrees to require its non-University tenants to indicate their intent to renew no later than January 10, 2009, if allowable under the Landlord Tenant Act, so that the number of available beds during this term can be calculated and thereby allow Tenant to assign beds in the Complex to its students.

III. August 11, 2011 through August 10, 2012

Unless the term in section II. above is extended as provided in Exhibit "B-2" Tenant shall lease at least 50% of the beds available in 2-bedroom and 3-bedroom units in Buildings 1, 2, and 3 of the Complex as of August 10, 2011. Tenant shall notify Landlord of the number of beds it shall lease during this term no later than December 1, 2010,

IV. August 11, 2012 through August 10, 2013

Unless the term in section II. above is extended as provided in Exhibit "B-2" Tenant shall lease at least 25% of the beds available in 2-bedroom and 3-bedroom units in Buildings 1, 2, and 3 of the Complex as of August 10, 2012. Tenant shall notify Landlord of the number of beds it shall lease during this term no later than December 1, 2011,

EXHIBIT B-2

The Bluff at Waterworks Landing Term of Amended and Restated Lease Agreement

The Amended and Restated Lease Agreement for Apartments shall expire August 10, 2013; provided, however, that Tenant may extend the term set out in section II. of Exhibit "B-1" during which it shall lease 100% of the 2-bedroom and 3-bedroom units in Buildings 1, 2, and 3 of the Complex for an additional year or years by giving Landlord notice no later than December 1 of the year preceding the end of that term of its exercise of such renewal option, and, further provided that regardless of the number of times this renewal option may be exercised by Tenant, Tenant shall always be required to proceed through the two year phase out of 50% and 25% occupancy as set out in sections III. and IV. of Exhibit "B-1."

EXHIBIT "C"

FIXED RENT SCHEDULE

**The Bluff at WaterWorks Landing
University of Alabama Schedule of Payments
As of June 11,2008**

<u>Month</u>	<u>Amount</u>	<u>Due Date</u>
August 17 - September 16, 2008	\$ 75,555.00	Effective Date
September 17 - October 16, 2008	75,555.00	September 5, 2008
October 17 - November 16, 2008	75,555.00	October 5, 2008
November 17 - December 16, 2008	75,555.00	November 5, 2008
December 17, 2008 - January 16, 2009	75,555.00	December 5, 2008
January 17 - February 16, 2008	75,555.00	January 5, 2009
February 17 - March 16, 2009	75,555.00	February 5, 2009
March 17 - April 16, 2009	75,555.00	March 5, 2009
April 17 - May 16, 2009	75,555.00	April 5, 2009
May 17 - August 10, 2009	107,239.35	May 5, 2009
Total Payments	\$ 787,234.35	

Notes:

- 1.) Rent is based on 100 beds at \$755.55 per bed, per month.
- 2.) The following utilities are included: electricity, water, sewer, trash, internet & Cable.
- 3.) Payments are charged at 100% for the first 9 months. The following 2 months and 26 days are billed at 50%.

EXHIBIT C-1

FIXED RENT SCHEDULE

**The Bluff's at Waterworks Landing
University of Alabama Schedule of Payments
Beginning January 1, 2009**

Beginning January 1, 2009, and ending August 9, 2009, the Tenant shall pay as Fixed Rent, in addition to the amounts set out on Exhibit "C" the following amounts:

Month	Amount	Due Date
January 1 – February 16, 2009	#new beds x 1.5 x \$755.55	January 5, 2009
February 17 – March 16, 2009	#new beds x \$755.55	February 5, 2009
March 17 – April 16, 2009	#new beds x \$755.55	March 5, 2009
April 17 – May 16, 2009	#new beds x \$755.55	April 5, 2009
May 17 – August 9, 2009	#new beds x .50 x \$755.55*	May 5, 2009

* This monthly Fixed Rent shall be extended to pay for 2 months and 26 days as calculated for the same time period in Exhibit "C."

August 10, 2009, through August 9, 2010

Beginning August 10, 2009, through August 9, 2010, Tenant shall pay as Fixed Rent an amount calculated as set out below, which reflects a discount of one month's rent per unit:

1. For August 10, 2009 through August 9, 2010: total # beds x 11/12 x \$755.55

Payments shall be made in advance by the 5th day of each month.

August 10, 2010, through August 9, 2011

Beginning August 10, 2010, through August 9, 2011, Tenant shall pay as Fixed Rent an amount calculated as set out below, which reflects a discount of one half month's rent per unit:

1. For August 10, 2010 through August 9, 2011: total # beds x 11.5/12 x (\$755 x 1.03)

Payments shall be made in advance by the 5th day of each month.

For terms beginning August 10, 2011 and after

Fixed Rent for terms beginning August 10, 2011, and after shall be calculated in conformity with the formulas set out above for prior terms; provided, however, that no discounts shall be calculated as part of the Fixed Rent and provided further that the rental rate per bedroom shall increase annually by 3% for each term beginning on or after August 10, 2011.

Additional Credits to Fixed Rent

The Fixed Rent obligations of Tenant described above in this Exhibit C-1 shall be reduced during the Term of this Agreement by the following amounts:

1. An annual credit of \$24,000 for each year beginning in the August 10, 2009 to August 9, 2010 Term and each term thereafter, but not including the phase-out years. This credit shall be applied by Tenant in the form of a monthly reduction of \$2,000 in the Fixed Rent otherwise payable hereunder.
2. An annual credit of the amounts listed in section 14.02 for the years stated therein. This credit shall be applied by Tenant in the form of a monthly pro rata reduction in the Fixed Rent otherwise payable hereunder and shall be available to Tenant regardless of the level or whether such transportation services are provided by Tenant.

RULES AND REGULATIONS:

Tenant agrees that Tenant, and Tenant's family, guests and subtenants, will abide by all of the Rules and Regulations which relate to the Apartment and/or the Property, a copy of which are attached hereto as Exhibit "B". To the extent the Apartment is included in a Condominium (in other words, the Apartment is 2 units in a condominium), a copy of the existing rules and regulations of the condominium association ("Association Rules and Regulations") are attached hereto as Exhibit "B-1" and the same are also included in the definition of Rules and Regulations herein. Said Rules and Regulations are specifically assented to by Tenant and incorporated herein by reference. By signing this Agreement, the Tenant acknowledges that the Landlord has provided to the Tenant a copy of the Rules and Regulations, that Tenant has read and understands the same and that Tenant acknowledges that the Rules and Regulations are fair and reasonable and in the best interest of Tenant and the other residents at the Property. The Rules and Regulations may be modified from time to time in the reasonable discretion of Landlord. If so modified, Landlord will provide Tenant with notification. To the extent that any modification works or results in a substantial modification of this Agreement, Tenant may be asked to provide written consent to such modification. Tenant acknowledges that any Association Rules and Regulations may be modified from time to time without any notice, consent or input from Landlord or Tenant, but that Tenant shall comply with any such modification nevertheless. To the extent that any Association Rules and Regulations conflict with the Rules and Regulations attached as Exhibit "B", the conflicting provision of the Association Rules and Regulations shall prevail and control.



THE BLUFF
AT WATERWORKS LANDING

PET POLICY:

Resident may, upon specific **ADVANCE WRITTEN CONSENT FROM MANAGEMENT**, have a pet on the premises, subject to the terms and conditions of a separate Pet Addendum, which also requires each Resident with a pet to ensure a photograph of the pet is on file with Management. However, management may, at its discretion, require the pet to be removed from the premises upon a fourteen day written notice. If at any time any wild or domestic animal or pet is found to be on or about premises for any length of time without prior written consent of management and with or without knowledge of the Resident and regardless of the ownership of such animal or pet, Resident agrees to pay an additional fine of **five hundred dollars (\$500.00) per incident for each animal or pet**. However, payment of such additional fine shall not be construed as permission of Management for Resident to keep or permit to be kept any animal or pet on premises. Resident may not leave or permit pet to be on balcony or patio unattended at any time. . The evidence of a pet on the premises without prior written permission for Management will constitute a breach of the lease agreement and will be subject to all remedies of default in the lease agreement. In addition, any security deposits held by Management will be automatically forfeited. Resident agrees to sign a **PET ADDENDUM**, which is made part of this lease. Resident agrees to abide by all Leash Laws, and may not let pet roam freely outside the premises. Resident agrees to dispose of pet waste in the waste receptacle.

Resident

Resident

Resident

GARBAGE AND TRASH: GARBAGE AND REFUSE IS TO BE PLACED IN DESIGNATED AREAS. No garbage cans, waste, refuse, supplies or other articles will be left outside in the halls, stair landings, breezeways, outside the compactor area, on the resident's patio or balcony, or anywhere on the property. **Resident agrees to keep all trash, garbage, and refuse INSIDE of their individual apartment home until such time as Resident properly disposes of trash or garbage. Trash, garbage, and refuse may not be kept in outside storage closets.** Resident does hereby relinquish all rights to any trash left outside their individual apartment home including trash left in the halls, stair landings, breezeways, outside the compactor area, on the resident's patio or balcony, or anywhere on the property, including the right of any and all privacy issues concerning the contents of the trash. A fine of \$25.00 will be imposed for failure to place garbage in designated areas. After a second violation, the Resident is subject to a fine of \$50.00. Continuous violation may be considered default of this lease and will subject the Resident to remedies for default under this lease.

Resident

Resident

Resident

425 7TH AVENUE NE TUSCALOOSA, AL
PHONE: 205-553-2225 • FAX: 205-553-2235

AMEND BYLAWS AND BOARD RULES

The Bylaws of The Board of Trustees of The University of Alabama state that, "new bylaws may be adopted and exiting bylaws may be amended or repealed at any meeting of the Board, but no such action shall be taken until notice of the substance of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the substance of the proposed change shall have been served upon each member of the Board at least thirty (30) days in advance of the final vote upon such change, provided, however, that, by unanimous consent of the entire membership of the Board, the requirements for such notice may be waived."

The proposed changes to the Bylaws were discussed by the Task Force on Committees, with other Trustees present.

Proposals of matters of policy or procedure for the consideration of the Board as Board Rules may be presented in the same manner as other matters for Board action at any meeting. Board Rules may be adopted, amended, or rescinded at any duly organized and called Board meeting by a majority of those attending.

RESOLUTION

BE IT RESOLVED by The Board of Trustees of The University of Alabama that it approves the following amendments to the Bylaws and Board Rules of the Board of Trustees.

Bylaws: Table of Contents

Article IV Organization

Section 2. Academic Affairs and Planning Committee

Section 3. Finance Committee

Section 5. Investment Committee

Section 9. Compensation Committee

Section 11. Information Technology Committee (Delete)

Section 11. Legal Affairs Committee

Section 12. Nominating Committee

Board Rules: Table of Contents

Board Rule 103. Executive Committee

Board Rule 202. Non-resident Tuition Policy

Board Rule 203. Student Discipline

Board Rule 301. Tenure

Board Rule 302. Compensation Policy

Board Rule 401. Finance Committee Operations

Board Rule 404. Investment Policy and Guidelines

Board Rule 418. Information Technology Committee Operations

Board Rule 501. Responsibilities of the Academic Affairs and
Planning Committee

Board Rule 502. Establishing New Programs

Board Rule 504. Review of Existing Degree Programs

Board Rule 505. Changes in Academic Program Status

Board Rule 506. Cooperative, Joint, and Shared Degree Programs

Board Rule 507. Academic Program Planning

Board Rule 508. Establishment of Academic Chairs, Professorships,
and Endowed Lectureships and the Designation of Holders of
Academic Chairs and Professorships

**BYLAWS OF THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA**

TABLE OF CONTENTS

PREAMBLE	5
ARTICLE I THE BOARD OF TRUSTEES	5
SECTION 1. Composition of Board.	5
SECTION 2. Election and Term of Office.....	6
SECTION 3. Alteration in Congressional District Boundaries.	6
SECTION 4. Retirement and Trustee Emeritus Status.	6
SECTION 5. Compensation of Trustees.	7
SECTION 6. Primary Functions of the Board.	7
ARTICLE II MEETINGS OF THE BOARD OF TRUSTEES	8
SECTION 1. Annual and Regular Meeting	8
SECTION 2. Special Meetings	9
SECTION 3. Adjourned Meetings	9
SECTION 4. Place of Meetings	9
SECTION 5. Attendance.....	9
SECTION 6. Quorum.....	9
SECTION 7. Minutes.....	9
SECTION 8. Executive Session.....	10
SECTION 9. Agenda	10
SECTION 10. Rules of Order	10
ARTICLE III OFFICERS	10
SECTION 1. President of the Board	10
SECTION 2. President pro tempore.....	10
SECTION 3. Secretary.....	11
SECTION 4. General Counsel	11
ARTICLE IV COMMITTEES	11
SECTION 1. Executive Committee	12
SECTION 2. Academic Affairs, Student Affairs, and Planning Committee	12
SECTION 3. Finance Committee	12
SECTION 4. Physical Properties Committee	12
SECTION 5. Investment Committee	13
SECTION 6. UAB Health System Board Liaison Committee	13
SECTION 7. Honorary Degrees and Recognition Committee.....	13
SECTION 8. Audit Committee	13
SECTION 9. Compensation Committee	13
SECTION 10. Athletics Committee.....	14
SECTION 11. Legal Affairs Committee.....	14
SECTION 12. Nominating Committee.....	14
SECTION 13. Subcommittees	14
SECTION 14. Attendance at Committee and Subcommittee Meetings	14

ARTICLE V	THE UNIVERSITY OF ALABAMA SYSTEM	15
SECTION 1.	Organization.....	15
SECTION 2.	Authority and Duties of the Chancellor	15
SECTION 3.	Authority and Duties of the Presidents	16
ARTICLE VI	SEALS	18
SECTION 1.	Official Corporate Seal	18
SECTION 2.	Institutional Seals.....	18
ARTICLE VII	RULES OF THE BOARD OF TRUSTEES.....	19
ARTICLE VIII	AMENDMENT OR REPEAL OF BYLAWS.....	20

SECTION 3. SECRETARY.

The Secretary shall be appointed by the Board and shall serve at its pleasure. He shall cause notice of meetings of the Board and its committees to be given to the members thereof; shall cause notice of meetings of the Board and its committees to be given to the public as required by law; shall prepare and distribute agenda; shall attend Board meetings; shall make, record and retain complete records and minutes of all official actions of the Board and its committees; and shall maintain all other deeds, contracts, books, and documents and records of the Board and its committees. Further, as Secretary, he shall be custodian of the corporate seal and, where required, affix the seal to documents executed on behalf of the Board and attest the same, and he may certify to any action of the Board. He shall have those additional duties assigned elsewhere herein or by Board rule or resolution.

SECTION 4. GENERAL COUNSEL.

The General Counsel shall be appointed by the Chancellor with the approval of the Board. The General Counsel shall represent the University in all legal matters and shall be responsible for the delivery of all legal services, including the conduct and resolution of litigation, the prosecution and settlement of all claims and for the legal review of all significant transactions. To fulfill these responsibilities, the General Counsel shall staff, organize and administer the Office of Counsel of The University of Alabama System. The General Counsel shall retain and manage all outside counsel performing legal services for the University. All counsel employed by the University shall always represent its corporate interests.

ARTICLE IV

Committees

ORGANIZATION.

The Board may create such committees as it shall deem fit and proper and may assign to such committees any authority, duty or responsibility desired by the Board; such committees shall have as members thereof any Trustee or (excluding the Executive Committee) any other person whose experience, capabilities or position would be beneficial to the work of the committee. The committees of the Board shall consist of the standing committees created herein and any other committees created by the Board or the President pro tempore from time to time. The standing committees shall have the powers, duties, and responsibilities set forth herein or subsequently assigned by the Board, and other committees shall have the powers, duties, and responsibilities specifically assigned by the Board or President pro tempore. The President pro tempore of the Board shall appoint annually the chairs and all members of standing committees except the Executive Committee, which shall be composed of a chair, who shall be the President pro tempore of the Board, the chair of the Finance Committee, the chair of the Academic Affairs, Student Affairs, and Planning Committee, and two other members elected by the Board for one-year terms at the Annual meeting of the Board. Vacancies in committee memberships shall be filled in

the same manner as when originally selected except that vacancies on the Executive Committee may be filled at any meeting, with a term to expire at the next annual meeting.

METHOD OF OPERATION.

The committees and subcommittees shall meet upon the call of the Chancellor, the President pro tempore of the Board, or the chair of the committee or subcommittee. Unless otherwise provided, actions taken by such committees shall not be binding upon the Board but shall be advisory to the Chancellor and the Board. In the interim between meetings of the Board and in the absence of committee meetings, the Chancellor may confer with committee members in areas of committee responsibility. The standing committees of the Board shall consist of the following:

SECTION 1. EXECUTIVE COMMITTEE.

While the Board is not in session, the Executive Committee is authorized, empowered and instructed to perform any function of the Board when, in the opinion of the Executive Committee, action is advisable before the next regularly scheduled meeting of the Board, or to perform any function delegated to it by the Board or by statute. The committee shall report its action to the Board at the next Board meeting. Without further approval of the Board, the Executive Committee shall have the authority to lease, sell and convey real property of the Board, or any interest therein, except for any part of the principal campus areas at Birmingham, Huntsville, or Tuscaloosa, and to approve any step of the planning, design, and construction process for capital projects requiring Board approval; and shall report such actions at the next Board meeting.

SECTION 2. ACADEMIC AFFAIRS, STUDENT AFFAIRS, AND PLANNING COMMITTEE.

The areas of responsibility of this committee shall include reviewing and recommending approval of: long-range/strategic plans; new academic programs; evaluation of and modification to existing academic, research, and service programs; organizational structure; requests for legislative appropriations; mission statements and statements of role and scope; programmatic planning for new facilities; student affairs matters such as admission, safety and security, programs for social and personal development, residence status; institutional research; annual budgets as they apply to the above items; and other matters that may be referred to it by the Chancellor or the Board.

SECTION 3. FINANCE COMMITTEE.

The areas of responsibility for this committee shall include the review and recommendation for approval of: annual audited financial statements; annual budgets; financial reports; legislative appropriation requests; budget performance reports; long-range financial plans; student tuition, fees and financial aid programs; development and fund raising; financial exigency; depository approval; gift approval; review of campus indebtedness proposals; review of the campus annual information technology plans and purchases of hardware, software, services or related items; and other matters that may be referred to it by the Chancellor or the Board.

SECTION 4. PHYSICAL PROPERTIES COMMITTEE.

The areas of responsibility for this committee shall include evaluation of campus master plans and annual capital development plans; acquisition and disposition of land, facilities and equipment; construction-related contract review; ground leasing and facility

leasing; planning and construction of new facilities and renovation of facilities; off-campus land use; and other matters that may be referred to it by the Chancellor or the Board.

SECTION 5. INVESTMENT COMMITTEE.

This committee shall be responsible for recommending investment objectives, broad asset allocation changes, policies, and practices to the Board. The committee is responsible for overseeing investment activities and performance; for ensuring the proper control and safekeeping of the investment funds and assets (such as land) retained by the University for investment purposes, for making changes within the broad asset allocation guidelines; and for the selection of external money managers, custodians and such consultants as are necessary to properly manage these funds.

SECTION 6. UAB HEALTH SYSTEM BOARD LIAISON COMMITTEE.

This committee shall consist of those persons appointed by the Board to serve on the UAB Health System Board (HSB). Its responsibilities shall be to represent the Board on the HSB and to keep the Board fully informed of the activities of the HSB. The term of membership on this committee shall correspond to the term of membership on the HSB.

SECTION 7. HONORARY DEGREES AND RECOGNITION COMMITTEE.

This committee shall be responsible for detailed review, study and recommendation of all matters coming to the Board regarding the authorization, designation of type, awarding and conferring of honorary degrees; for the naming of buildings and other structures (and major portions thereof), streets, geographic areas, and academic, research, and service programs for persons who have made outstanding accomplishments in their fields of endeavor or who have made exemplary and major contributions to the University, state, or nation; and for other related matters.

SECTION 8. AUDIT COMMITTEE.

The function of the Audit Committee is to assure that the Board of Trustees maintains direct access to both internal and external functions of each campus and of the University System so that it may meet its constitutional responsibilities. The Audit Committee shall recommend to the Board guidelines for the operation of the committee and the auditing functions throughout the System. There shall be a General Auditor appointed by the Board who shall report administratively to the Chancellor but shall ultimately be responsible through the Audit Committee to the Board. This committee is responsible for the overview of internal and external audits, making recommendations for the selection of external auditors, reviewing the scope of audits, rendering guidance to the General Auditor in Board functions, and reviewing the findings of the Examiner of Accounts and all other external auditors.

SECTION 9. COMPENSATION COMMITTEE.

This committee shall be responsible for the establishment of the compensation of the Chancellor and, upon recommendation of the Chancellor, the compensation of the presidents, vice chancellors, board officers, provosts, vice presidents and such other senior academic and administrative officers as the Committee shall designate. In addition, it shall review any extraordinary salary and payment arrangements for University employees. The

Committee shall periodically review the fringe benefit policies and such other aspects of the University's compensation programs as the committee shall elect.

SECTION 10. ATHLETICS COMMITTEE.

This committee exists to assist the Board in its oversight of the intercollegiate athletics programs of each campus. The committee shall serve as liaison between the Board and the respective campuses and their athletic departments. It shall advise and consult with the Chancellor of The University of Alabama System and the campus Presidents on all matters that, in the judgment of the Chancellor and Presidents, have long-term impact on the operations, reputation and standing of The University of Alabama System and the campus athletic programs. Its responsibilities shall include monitoring and reviewing institutional compliance with the laws, rules, regulations, and policies of the Board, the campuses, the NCAA, and any other applicable governmental or regulatory agency or body; reviewing athletic budgets, facilities plans and student athletic fees; making recommendations to the Board as part of the annual budget, facilities, tuition and fee approvals; overseeing academic and other support services provided to student-athletes and monitoring their retention and graduation rates; requesting and reviewing reports on major legal, political, and public matters affecting the athletic departments or their personnel; and keeping the Board informed of relevant changes in conference and NCAA affiliations, structures, rules and regulations.

SECTION 11. LEGAL AFFAIRS COMMITTEE.

This committee shall act as liaison between the Board and the General Counsel or other attorneys representing the Board. The committee will keep the Board informed of all pending litigation and legal issues affecting the University System and the Board.

SECTION 12. NOMINATING COMMITTEE.

This committee shall make nominations to the Board for election to all positions which the Board has the responsibility to elect under Board Rules, statute, or the Constitution; including Board officers, new Trustees, Executive Committee members, and members of the UAB Health System Board, and such other nominations as assigned by the President pro tempore.

SECTION 13. SUBCOMMITTEES.

Subcommittees of the standing committees of the Board may be established from time to time as needed or as may be provided for by Board Rules.

SECTION 14. ATTENDANCE AT COMMITTEE AND SUBCOMMITTEE MEETINGS.

Committee and subcommittee meetings may be held in person or by means of a telephone or video conference or similar means that permits the members of the committee or subcommittee to simultaneously hear one another during the meeting and that permits any member of the public, including representatives of the media, that same opportunity. Either the chair or the majority of the members of a committee or subcommittee can determine in advance of a meeting whether attendance will be in person or by telephone, video, or similar means.

**BOARD RULES OF THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA**

TABLE OF CONTENTS

100 SERIES ORGANIZATION

RULE 101.	The Organic Law of the University	27
RULE 102.	Organization of The Board of Trustees	29
RULE 103.	Executive Committee	33
RULE 104.	Honorary Degrees and Recognition	35
RULE 105.	Ownership and Preservation of Records and Files	41
RULE 106.	Ethics -- Conflict of Interest -- Members of The Board of Trustees and Senior Administrators	43
RULE 107.	Adoption, Amendment, or Repeal of Board Rules	47

200 SERIES STUDENTS

RULE 201.	Admission of Students	51
RULE 202.	Non-Resident Tuition Policy	53
RULE 203.	Student Discipline	57
RULE 204.	Policy on Posthumous Degrees.....	59

300 SERIES PERSONNEL

RULE 301.	Tenure	63
RULE 302.	Compensation Policy	67
RULE 303.	Compliance with Drug-Free Workplace Requirements	71
RULE 304.	Political Activities of University Personnel	75
RULE 305.	Service as Bank Directors by University Officers.....	77
RULE 306.	Publication of Faculty, Personnel, or Other Handbooks or Manuals	79
RULE 307.	Board Recognition of Faculty and Staff	81
RULE 308.	Housing and Moving Expenses of a Chancellor or President	83
RULE 309.	Compensation Guidelines for Retreating Presidents and Chancellor	85
RULE 310.	Employment of or Contracting with Individuals who are Receiving Retirement Benefits from the Alabama Teachers' Retirement System.....	87
RULE 311.	Previous Service With External Auditors.....	93

400 SERIES FINANCIAL AFFAIRS

RULE 401.	Finance Committee Operations	91
RULE 402.	Financial Accounting and Reporting	93
RULE 403.	Funding of and Accounting for Expenses of The University of Alabama System Office	99
RULE 404.	Investment Policy and Guidelines	101
RULE 405.	Deposit of University Funds	121
RULE 406.	Authority to Transact Business on Behalf of the Board	125
RULE 407.	Auditing Operations	127
RULE 408.	Internal Audit Policies and Standards	133
RULE 409.	Legislative Appropriations Requests	141
RULE 410.	Annual Operating Budgets	145
RULE 411.	Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue	149
RULE 412.	Consolidation of Funds from the 1884 Federal Land Grant	157
RULE 413.	Travel Guidelines	161
RULE 414.	Utility Easements	167
RULE 415.	Planning and Management of Facilities and Other Capital Assets.....	169
RULE 417.	Physical Properties Committee Operations	207
RULE 419.	Procedures for Issuing Bonds.....	213

500 SERIES ACADEMIC AFFAIRS AND PLANNING

RULE 501.	Responsibilities of the Academic Affairs, Student Affairs, and Planning Committee	227
RULE 502.	Establishing New Programs	231
RULE 503.	Academic, Research, Service, and Administrative Units	251
RULE 504.	Review of Existing Academic Programs	255
RULE 505.	Changes in Academic Program Status	257
RULE 506.	Cooperative, Joint, and Shared Degree Programs	259
RULE 507.	Academic Program Planning	263
RULE 508.	Establishment of Academic Chairs, Professorships, and Endowed Lectureships and the Designation of Holders of Academic Chairs and Professorships	265
RULE 509.	Patent Policy	271
RULE 510.	UASMEP Policy and Procedures for the Review and Approval of New Residency Programs or the Expansion of Existing Residency Programs	275
RULE 511.	Procedure for Review and Approval of Affiliation Agreements Concerning Undergraduate Medical Education or House Staff Training (Residencies) Within UASMEP.....	277
Rule 512.	Establishment of and Induction into Institutional Halls of Fame.....	279

103. Executive Committee

The Bylaws of The Board of Trustees (herein called Board) provide for an Executive Committee (herein called Committee) which shall operate as follows:

A. Operating Procedures

The operating procedures of the Executive Committee shall consist of both direct functions in the name of the Board and study and recommendation functions directed toward Board action including Board policy.

1. Direct Functions

The Committee shall perform the following direct functions for and in the name of the Board under specific delegations of authority to the Committee:

- a. Emergency functions of the Board while it is not in session and other functions customarily performed by the Committee. Unless overruled by a majority of the members of the Committee, the Chair shall determine whether a situation or item needs Board action prior to its next meeting. Action may be taken upon the oral or written response of a majority of the members of the Committee which shall be reported at the next Board meeting.
- b. Leasing, selling and conveying real property of the Board, or any interest therein, except for any part of the principal campus areas and except for any real property held or functioning as endowment, other than quit claim deeds to clear title based upon opinions of the Attorney General of Alabama, and except for leases extending for a period of more than five years. Such action shall be reported at the next meeting of the Board. All other leases or conveyances must have prior approval of the Board.
- c. Any matter specifically delegated to the Committee for study or action by the Board.

2. Study and Recommendation Functions

The Committee shall provide advice and counsel to the Chancellor or to the Board on request, particularly in the areas of organization, administration and personnel policies, compensation, alumni affairs, legislative and external relations except for fund requests, real property matters including land management and use, patents, licenses and copyrights, and other related matters.

B. Plan of Work

In performing the functions assigned to it, the Executive Committee shall recognize and adhere to the following plan of work:

1. The Committee or its individual members shall be available to and shall confer with the Chancellor or with the Presidents at the Chancellor's request.
2. The Committee shall analyze and review its assigned functional areas and make recommendations to the Board, where Board action is necessary or desirable.
3. The Committee may cause specific studies to be made in any of its assigned functional areas and shall utilize the Office of the Chancellor and institutional resources through the Offices of the Presidents to the extent possible, but may also utilize consultants as deemed advisable.
4. Requests for Committee action between meetings of the Board shall be presented to the Chair by or on behalf of the Chancellor or by any member of the Committee.
5. If the Chair determines that an emergency exists requiring action, he or she may call either a full committee meeting or a telephone meeting as he or she deems appropriate. The Secretary shall perform such functions as may be directed by the Chancellor or Chair in effecting the desired procedures.
6. Conveyance of real property or an interest therein may be approved by mail and executed by all members of the Committee without a meeting. Delegation of authority for the execution of such conveyances to specific University administrative officials may be made by the Committee at a regular or emergency meeting. All conveyances executed or authorized by the Committee shall be reported by it to the Board at its next meeting.

(Adopted March 26, 1977 as Committee Guidelines; amended January 21, 1981; amended and adopted as Board Rule December 5, 1997; amended November 14, 2008.)

202. Non-resident Tuition Policy

I. Non-resident Tuition Fee

- A. All students registering at The University of Alabama, The University of Alabama at Birmingham, or The University of Alabama in Huntsville who do not establish that they are “resident students” shall pay a “non-resident student” tuition, which shall be at least twice that of “resident student” tuition.
- B. Classification of students as “non-resident students” or “resident students” shall be made at the time of their initial registration and shall continue unchanged through all subsequent registrations at that institution until satisfactory evidence to the contrary is submitted at the time of any subsequent registration.
- C. A “resident student” is one who, at the time of registration:
 - D. Is not a “minor” and is a resident of the state of Alabama and has been a resident of the state for at least one year immediately preceding the date of registration; or
 - E. Is a “minor” and whose “supporting person(s)” is a resident of the state of Alabama and has been a resident of the state for at least one year immediately preceding the date of registration.

II. Definitions

A. Minor

An individual who, because of age, lacks the capacity to contract under Alabama law. Under current law, this means a single individual under nineteen (19) and a married individual under eighteen (18), but excludes an individual whose disabilities of non-age have been removed by a court of competent jurisdiction for a reason other than establishing a legal residence in Alabama.

B. Supporting person

Either or both of the parents of the student (if they are living together) or if they are divorced or living separate, then either the parent having legal custody or, if different, the parent providing the greater amount of financial support of the two. If both parents are deceased or if neither had legal custody, then supporting person shall mean, in the following order: legal custodian of the student, and, if none, the guardian, and, if none, the conservator.

C. Resident

One whose residence is in the State of Alabama. Residence means the single location at which a person resides with the intent of remaining there indefinitely as evidenced by more substantial connections with that place than with any other place. Individuals carrying resident status under this policy shall certify under penalty for perjury that a specific address or location within the State of Alabama is their residence, that they intend to remain there indefinitely, and that they have more substantial connections with the State of Alabama than with any other state. Though certification of an address and an intent to remain in the state indefinitely are prerequisites to establishing status as a resident, ultimate determination of that status shall be made by the institution by its evaluation of the presence or absence of connections with the State of Alabama including the following:

1. Payment of Alabama state income taxes as a resident
2. Ownership of a residence or other real property in the state and payment of state ad valorem taxes thereon
3. Full-time employment (not temporary) in the state
4. Residence in the state of a spouse, parents, or children
5. Previous periods of residency in the state continuing for one year or more
6. Voter registration and voting in the state, more significantly, continuing voter registration in the state that initially occurred at least one year prior to the initial registration of the student in Alabama at a public institution of higher education
7. Possession of state or local licenses to do business or practice a profession in the state
8. Ownership of personal property in the state and payment of state taxes thereon (e.g. automobile, boat, etc.) and possession of state license plates
9. Continuous physical presence in the state for a purpose other than attending school and except for temporary absences for travel, military service, temporary employment, etc.
10. Membership in religious, professional, business, civic, or social organizations in the state
11. Maintenance in the state of checking and savings accounts, safe deposit boxes or investment accounts
12. In-state address shown on selective service registration, driver's license, automobile title registration, hunting and fishing license, insurance policies, stock and bond registrations, last will and testament, annuities, or retirement plans
13. Location within the state of the high school from which the individual graduated

III. Authority to Expand the Definition of “Resident Student”

The President of each campus may recommend to the Chancellor for consideration by the Board of Trustees that the term “resident student” may include any one or more of the following categories, at that campus:

- A. One who, at the time of registration, is not a “minor” and:
 - 1. Is a full-time employee (not temporary) of the institution at which the student is registering or is the spouse of such an employee;
 - 2. Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution, or is the spouse of such an employee;
 - 3. Is a member or the spouse of a member of the United States military on full-time active duty stationed in Alabama under orders for duties other than attending school;
 - 4. Is employed as a graduate assistant or fellow by the institution at which the student is registering; or
 - 5. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and had been a resident of that county for at least one year immediately preceding the date of registration. “Resident” shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definition section of this policy statement.

- B. One who, at the time of registration, is a “minor” and whose “supporting person(s)”:
 - 1. Is a full-time employee (not temporary) of the institution at which the student is registering;
 - 2. Is able to verify full-time permanent employment within the state of Alabama and shall commence said employment not more than ninety (90) days after registration with the institution;
 - 3. Is a member of the United States military on full-time active duty stationed in Alabama under orders for duties other than attending school; or
 - 4. Is a resident of any county within fifty (50) miles of the campus of the institution at which the student is registering, and has been a resident of that county for at least one year immediately preceding the date of registration. “Resident” shall have the same meaning, as to the relevant county, which it has as to the state of Alabama in the definitions’ section of this policy statement.

IV. Authority to Implement Policy

- A. The Presidents are authorized (and authorized to delegate to admissions officers and others) and directed to implement this policy by appropriate written policies, guidelines, and procedures.
- B. Such policy shall provide that classification as a “resident student” shall be based upon the required certificate and other written evidence to be filed in the admissions office and that any decision by an admissions officer may be appealed by the student to a review committee that shall be constituted, appointed, and operated as provided in such policy.
- C. The decision of the review committee may be appealed to the President, whose action thereon shall be final.

(Adopted as Resolution by Executive Committee on August 21, 1975; amended February 18, 1981, September 22, 1989, May 23, 1997; adopted as Board Rule December 5, 1997; amended November 14, 2008.)

203. Student Discipline

At institutions in The University of Alabama System, the general authority for the governance of students enrolled at any of the campuses is vested by law in the Board of Trustees. [Alabama Constitution, Article XIV, Section 264, as amended by Amendment 399, and Section 16-47-34, Code of Alabama (1975, as amended).] The Board delegates responsibility for supervision of students to the respective campus Presidents, which the President may then delegate to others.

(Adopted December 5, 1997; amended November 14, 2008.)

301. Tenure

I. Policy Statements

- A. With regard to tenure, The Board of Trustees delegates to the Chancellor and to the institution Presidents, who in turn delegate to deans, chairpersons, and faculty, all procedural authority.
- B. The Board of Trustees expects that the institutional policies and procedures will be consistent with Board policy.
- C. Tenure within The University of Alabama System is held by a faculty member only at the institution in which tenure has been awarded, not in the System as a whole.
- D. Institutional tenure policies are to be submitted to the Chancellor and the Board for approval.
- E. Guidelines and procedures for the development, submission, review, and approval of institutional tenure policies are developed and administered by the System's Office of Academic and Student Affairs.

II. Guidelines for Tenure

A. Definition

The definition of tenure used in each institutional policy should recognize that tenure is an affirmative commitment by the Board of Trustees to a faculty member, generally offered after a probationary period of employment, of a right to continuing employment except upon dismissal for cause, retirement, resignation, bona fide financial exigency of the institution or division in which tenure is held, or major curtailment or formal discontinuance of a program or department of instruction.

B. Outline of institutional statements on tenure

- 1. Each institution of the System, through appropriate involvement of the faculty, shall develop formal written policies and procedures for the administration of the Board's tenure policy. These written institutional policies and procedures shall provide for the following:
 - a) Criteria and procedures for faculty appointment, promotion, and the award of tenure
 - b) Procedure for non-reappointment of non-tenured faculty

- c) Procedure for termination for cause of a tenured faculty member or a faculty member whose term of appointment has not expired
 - d) Procedure for termination due to a bona fide financial exigency or formal discontinuance of a program or department of instruction
 - e) Procedure for handling faculty grievances.
2. The above list of procedures, which is necessary to implement the Board's policy on tenure, shall in no way limit the institutions from promulgating additional policies and procedures related to faculty affairs. However because the authority of the Board of Trustees prevails in matters of termination, discipline and grievances, individual institutional policies in those areas shall not attempt to speak on behalf of the Board.

C. Tenure for Administrative Officers

1. Under Board policy, administrative appointments do not carry tenure.
2. The Board recognizes that an individual who holds administrative office may also carry an appropriate academic rank and, thus, have tenure status in the regular faculty. The Board also recognizes that an administrator holding non-tenured academic rank may earn tenure under procedures prescribed for regular faculty members. Therefore, the Board expects that institution recommendations of tenure for executive and senior administrative and professional staff such as presidents, vice presidents, associate and assistant vice presidents, and others as defined in Board Rule 302 shall be reported to the Chancellor for approval by the Board and that such recommendations will be limited to:
 - a) Those officials who already hold faculty tenure when moving into administrative positions; and
 - b) Those individuals whose faculty tenure is recommended pursuant to the usual review and recommendations set out in each institution faculty handbook, but in all instances providing for a recommendation by the dean, head, and faculty of the unit to which application for tenure was made.

D. Determination of a bona fide financial exigency or formal discontinuance of a program or department of instruction

It is the policy of the Board of Trustees to require the institutions to submit their decisions of “financial exigency” or “program discontinuance” to the Chancellor and the Board for approval.

E. Periodic reporting on institution tenure systems

The Board expects each institution to develop strong personnel policies, consistent with Board policies, and a staffing plan to enable each institution to reach its objectives. The Board expects each institution to keep personnel policies, especially those affecting tenure, under review, make needed revisions, and bring these to the attention of the Board. Periodic reviews of tenure percentages and retirement patterns should be prepared and shared with the Chancellor and the Board. Also, each institution should submit an annual report to the Board of individuals awarded tenure during the preceding year and of academic units more than sixty percent (60%) tenured.

(Adopted November 19, 1980 as Rule 310; amended and renumbered December 5, 1997; amended November 14, 2008.)

302. Compensation Policy

1. Purpose and Objectives

The compensation policy set forth herein takes into consideration the unique role and scope of the campuses of The University of Alabama System as well as the specialized needs of each major unit.

The Compensation Committee of the Board of Trustees has a role in assisting the Chancellor and Presidents from the outset, as they plan and implement compensation arrangements for individuals in selected specific positions and groups of positions, as defined in section 2 of this Board Rule. This role also relates to the development of extraordinary or unusual employee payment packages, as discussed in section 3 of this Board Rule. The Committee's early involvement is required in order to insure the integrity of the University's overall compensation program.

To achieve this objective with respect to the hiring or promotion of individuals who are being considered for positions covered by this Board Rule, whose employment packages are otherwise covered by this Board Rule, or to whom an offer is being considered that would bring the individual within the coverage of this Board Rule, it is the responsibility of the President in consultation with the Chancellor (for campus-based positions), and of the Chancellor (for System-based positions), to advise the Committee prior to setting the expected compensation range and terms intended to be offered and to obtain the Committee's approval prior to discussing such compensation arrangements with any candidate. Any changes that occur outside that range during the negotiation process must also be approved by the Committee prior to any commitment to the candidate.

Similarly, the Committee must be advised, in advance, of any proposed changes in compensation or other terms of employment for all incumbents covered by this Board Rule. This includes increases and decreases in compensation and any other adjustments in the terms of the employment package.

In all instances covered by this Board Rule, the Committee must be informed of all compensation paid by the University, regardless of source of funds. If individuals whose employment packages are covered by this Board Rule have other "outside" compensation arrangements that are known to the campus or system administrations, the Committee also expects to be advised of such arrangements.

2. Executive Officers

- a. The Compensation Committee shall establish the compensation of the Chancellor, which shall bear a proper and reasonable relationship to compensation for such administrators at other similar institutions of higher education.

- c. In all of the above instances, not including individuals covered in 302.2.b., after reviewing the materials submitted, the Chancellor shall forward the information, justification and documentation to the Compensation Committee of the Board of Trustees for its review and modification or approval. In reviewing such agreements, the Compensation Committee will consider whether they properly balance the interests of the University and those of the individuals to whom the payment packages and contracts are to be offered. No contract subject to the review discussed in this paragraph 3 shall be effective and binding on the University without approval of the Compensation Committee.

4. Salary Ranges

The Presidents shall develop salary ranges for their respective campuses based on a review of internal and external data or through the use of consultants. The structure of the salary ranges, together with reporting requirements, are more fully set forth below.

a. Faculty

The Presidents shall annually report to the Chancellor faculty salary ranges by faculty rank, broad discipline category and campus. All exceptions to these ranges shall be reported to the Chancellor.

In arriving at faculty salary ranges, the Presidents shall give due consideration to faculty salary data developed by various groups in higher education. Some of the surveys and studies used and cited frequently are those of the Southern Universities Group, the American Association of University Professors, the Southern Regional Education Board, and the Higher Education General Information Survey. This list is not intended to be exhaustive but rather serves as an example of information that would be used to review the relationship of the salary policy on each campus to other similar institutions and groups.

b. Academic Deans

The Presidents shall annually report to the Chancellor salary ranges for the academic deans. In comparing these ranges to the general practices of higher education, such studies as those published annually by the College and University Personnel Association or other appropriate studies which may be developed, shall be used. Exceptions to ranges shall be reported to the Chancellor.

c. Administrative and Professional Staff

The Presidents shall annually report to the Chancellor salary ranges indicating a minimum and maximum for each position authorized. In comparing these ranges to the general practices of higher education, such studies as those published annually by the College and University Personnel Association or other appropriate studies which may be developed, shall be used. Exceptions to ranges shall be reported to the Chancellor.

d. Non-Exempt Staff

The President of each campus shall establish the salary ranges or scales for each job classification included in this group and shall submit a report of these ranges or scales to the Chancellor. Salary ranges for these positions shall give due consideration to local and/or regional job market information.

5. The Chancellor and the Compensation Committee will periodically review the fringe benefit policies and other aspects of the University compensation program as they may elect.

(Adopted November 30, 1977 as Committee Guideline and Rule 350; amended August 23, 1978, April 19, 1996, June 27, 1997; amended and renumbered December 5, 1997; amended December 4, 1998, September 17, 1999, February 4, 2005, and November 14, 2008.)

401. Finance Committee Operations

I. Introduction

The Bylaws of The Board of Trustees of The University of Alabama (herein called Board), at Article IV, Section 2, provide for a standing committee designated as the Finance Committee (herein called Committee). The Committee's role is primarily advisory to the Chancellor and the Board, unless otherwise provided by the Board. It is expected that the Committee will meet at all regular meetings of the Board, and on other occasions as deemed necessary by the Chancellor or the Board.

II. Objectives

The purpose of these operating guidelines is to provide a mechanism through the Office of the Chancellor to assist the Board in its policymaking role and in those business and financial matters requiring Board action on matters in which the Board has expressed a desire to be kept fully informed. The Chancellor shall review information and make recommendations to the Committee in the following areas:

- A. Establishment and implementation of financial policies and objectives of the University;
- B. Levying of student fees;
- C. Review and approval of legislative requests for appropriations, annual budgets, and midyear budget changes;
- D. Approval of all loans, borrowing and the issuance of bonds;
- E. Approval of long-range fund development plans;
- F. Review of long-range financial plans;
- G. Review of the financial aspects of new or modified policies at both the campus and System levels;
- H. Approval of depositories, custodial arrangements, contractual arrangements and legal commitments of all kinds;
- I. Review and approval of annual campus information technology plans. The projects included in the approved plans would not require additional Board approval. Projects not included in the annual plan that exceed \$500,000 in individual expenditures or \$750,000 in total

project cost for hardware, software, services or related items must be approved by the Board.

In each of the areas set forth above, the Chancellor, through the Vice Chancellor for Financial Affairs, the principal staff officer in these matters, shall cause the issuance of detailed plans for accomplishing the work of the Chancellor and the Board. Such detailed plans will be approved by the Chancellor and communicated to the Presidents and to the members of the Committee.

Before issuing any such detailed plans, the Chancellor or Vice Chancellor shall consult with and seek the advice and recommendations of the chief financial officers of each of the campuses.

To fulfill the above purposes, the Committee will work with the assistance of the Vice Chancellor for Financial Affairs, as designated herein. The Chancellor wishes to review and present to the Board relevant financial functions indicated under this Section II.

III. Operation of the Committee

- A. All financial issues of the Board are presented to the Committee.
- B. Chancellor's staff prepares agenda for distribution to the Committee members prior to each meeting.
- C. The Committee takes the official action for items requiring action by a Board Committee.
- D. The Vice Chancellor for Financial Affairs, or her/his designee, schedules working sessions, as needed, to permit time for full discussion of each item on the agenda.
- E. In order for an item to appear on the agenda of the Committee, it should have been reviewed by the Chancellor, the Chair of the Committee or the President pro tempore.

(Adopted August 24, 1977 as Committee Guidelines; amended January 21, 1981, September 16, 1981, and April 21, 1995; amended and adopted as Board Rule December 5, 1977; amended November 19, 1999; November 14, 2008.)

404. Investment Policy and Guidelines (includes change from 2/6/09 also)

Statement of Investment Policy and Guidelines

I. Statement of Purpose

The purpose of this Investment Policy Statement is to assist The Board of Trustees of The University of Alabama (“Board of Trustees”) in effectively supervising and monitoring the investment activities of The University of Alabama System (“System”) and to provide guidance to investment managers employed to manage assets on its behalf. This Statement represents the current investment philosophy consensus of the Board of Trustees and shall be reviewed from time-to-time to ensure that it continues to reflect the appropriate expectations, goals and objectives for the different funds managed by the Board of Trustees.

II. Definition of Responsibilities

The Board of Trustees has delegated to the Investment Committee responsibility for recommending investment objectives, broad asset allocation changes, policies and practices to the Board of Trustees. The Investment Committee is responsible for overseeing investment activities and performance; for ensuring the proper control and safekeeping of the investment funds; for making changes within the broad asset allocation guidelines; and for the selection of external money managers, custodians, and such consultants as are necessary to properly manage these funds.

The Board of Trustees has granted to the Chancellor, through the Vice Chancellor for Financial Affairs, with the prior approval, transaction authority for the purchase, sale, assignment, transfer, and management of all investments of any kind or character of the System or any component thereof. The Board of Trustees has authorized the Chancellor, through the Vice Chancellor for Financial Affairs, to execute on behalf of the Board of Trustees, any and all documents required in the purchase, sale, assignment, transfer, and management of these investments and the deposit, withdrawal, or transfer of assets on behalf of the System components.

The Investment Officer reports to the Vice Chancellor for Financial Affairs and is charged with implementing and administering the Investment Policy. The Investment Officer’s goal is to assist in the attainment of stated financial investment objectives while complying with all Policy guidelines and directives. The Investment Officer serves as the initial contact with the Investment Committee, consultants, money managers, and custodians in such matters. All legal contracts, financial statements, K-1’s, capital calls, and contributions will flow through the Office of the Vice Chancellor for Financial Affairs. In setting the agendas for the Investment Committee, the Investment Officer will have all items reviewed by the

Chancellor, through the Vice Chancellor for Financial Affairs, and the Chairman of the Investment Committee or President pro tempore.

The investment consultant's primary responsibility is to provide independent and unbiased information to the Board of Trustees. The consultant is to assist in the development of the Investment Policy Statement and to monitor the manager's compliance with the Statement. The consultant will assist in the development of strategic asset allocation targets and in the development of performance measurement standards. He or she will monitor and evaluate manager performance on an ongoing basis and perform due diligence when a manager fails to meet a standard. The investment consultant will conduct manager searches when needed and perform due diligence on new managers. The investment consultant will inform the System of any known conflicts of interest that may exist or develop over time. The investment consultant will be paid in hard dollars.

Investment managers appointed by the Board of Trustees to execute the policy will invest System assets in accordance with established guidelines but will apply their own judgments concerning relative investment values. In particular, investment managers are accorded full discretion, within established guidelines and policy limits, to select individual investments and diversify their portfolios.

III. Manager Selection

The manager selection process should incorporate review and analysis of the following factors:

- A. Ability of the firm to meet endowment objectives.
- B. Length and quality of experience of key investment professionals.
- C. Long-term track record evaluated on both a risk and return basis.
- D. Consistency of investment strategy and results.
- E. Historical growth of, and future plans for, assets under management.
- F. Confidence that past track record can be repeated in the future.
- G. Existence of a clear, concise and effective decision-making system.
- H. Risk management efforts.
- I. Sufficient organizational depth and continuity of personnel.
- J. Adequate reporting, administration and back-office support.

IV. Monitor and Evaluate Investment Managers

The investment results of each investment manager are evaluated on a quarterly basis and compared to the appropriate market benchmarks and against other managers with a similar investment style. Results are compiled by the investment consultant and reported to the Investment Committee. The System strives to retain

investment managers who consistently outperform their assigned market benchmark, and have provided results in the top half of managers with a similar investment styles.

V. Investment Valuation Policy

The underlying principle of performance monitoring is the ability to accurately measure the value of the investments. General guidelines for valuing and reporting on investments are contained in Statement No. 31 of the Governmental Accounting Standards Board (GASB). The System Office shall ensure that all University investments are valued in accordance with Statement No. 31. Fair value shall be used to measure performance and may be determined from sources in this order:

- A. The custodian of investment securities who purchases market pricing quotation.
- B. Closing prices reported in trade publications, e.g., the Wall Street Journal.
- C. Internet sites for SEC-regulated mutual funds.
- D. Estimates of market values using prices of comparable securities, e.g., matrix pricing.
- E. Reasonable estimates based on professional judgment.

VI. Indexing

It is generally accepted that the large-cap sector of the U.S. equity market is very efficient, allowing an indexed approach to investing to produce greater returns at less cost than active managers as a group. Individual active managers, particularly in mid- and small-cap U.S. equities, can produce value-added over an indexed approach. Based upon the above factors, the Investment Committee believes that it is prudent to index a majority of large-cap U.S. equities and use active strategies for mid- and small-cap U.S. equities.

There is also a compelling case for indexing U.S. investment grade bonds, an extremely efficient market. Therefore, the Investment Committee chooses to index a portion of its investment grade U.S. bond holdings. Active investment grade U.S. bond managers will be required to maintain the duration of the U.S. bond portfolio within one-half (1/2) year of the duration of the assigned index unless specific permission is obtained from the Investment Committee.

At this time, there does not appear to be a compelling rationale for indexing significant portions of other markets or asset classes.

VII. Use of Pooled Funds

Investments in pooled funds (e.g., mutual funds and common trust funds) are permitted, provided that their investment guidelines generally are consistent with Endowment investment policies and guidelines. Security lending is allowed in pooled funds.

VIII. Use of Alternative Assets

A. Private Capital – Private capital investments include the illiquid debt and equity securities of private and publicly traded companies. These investments are held in the form of professionally managed pooled investments and must be made through funds offered by professional investment managers with proven records of superior performance over time. Emphasis is made on the credentials and the track record of the professionals involved. These investments consist of two sub-asset class categories: Venture Capital and Private Equity.

1. Venture Capital – Venture Capital investments consist of private investments in companies, both U.S. and non-U.S., during the early stages of development.

2. Private Equity – Private Equity investments consist of investments in the equity securities of private businesses, both U.S. and non-U.S., that are considered to be in the post start-up phase and that are profitable and generating income. The classification of private equity also includes mezzanine and opportunistic investments. Mezzanine consists of illiquid investments in funds that make subordinated debt or minority equity investments in private companies. Opportunistic investments are limited to illiquid assets and may include distressed debt or secondary private equity partnerships.

3. Investment Characteristics of Venture Capital and Private Equity

a. Illiquidity of the Investment – Venture Capital and Private Equity investments are illiquid investments. Typically investments made in this asset class have a 10-12 year time horizon. In order to maximize the benefit of these investments and to minimize the effects of some poor returning vintage years, investments are to be made in different strategies across different class years.

b. High Risk and Return Profile – Venture Capital and Private Equity have the potential to achieve superior performance relative to other equity markets over long periods of time

because of the illiquidity premium of these investments. These illiquidity premiums do fluctuate over time. The annualized return differences between top and bottom quartiles for these managers is high, so it is important to invest in good managers to compensate for the added risk of these investments.

- c. Committed vs. Invested Capital – Generally, Venture Capital and Private Equity funds need 4-6 years to fully invest the capital that has been committed by investors. Also, during normal market periods, around the third or fourth year, many fund managers begin to make distributions from successful earlier investments. The result of these two factors is that investor's committed funds are rarely 100% invested at any time. Therefore, for planning purposes the System may commit up to 50% more than the strategic allocation in order to stay as close as possible to the strategic invested target allocation.
 - d. J-Curve Effect – Because Venture Capital and Private Equity funds charge management fees on committed vs. invested capital the early returns from these funds typically have a negative return until some of the early investments are sold, typically in the third or fourth year. Carried interest does not accrue until all the original investment has been returned plus some level of preferred return.
- B. Hedge Funds – Hedge funds are broadly defined to include nontraditional investment strategies whereby the majority of the underlying securities are traded on public exchanges or are otherwise readily marketable. The role of hedge funds in a portfolio is to enhance the long-term total return and provide greater diversification. Investments in hedge funds generally will be made through multi-strategy funds or fund-of-funds investments to diversify the manager risks associated with this strategy. Individual strategy hedge funds can be owned by the fund up to one percent of the total market value of the fund or ten percent of the hedge fund allocation, whichever is less. Hedge fund investments shall be held in the form of professionally managed pooled investments or offshore corporations in tax exempt jurisdictions. Only low risk strategies not correlated with other asset classes will be used for investment.
- 1. Equity Hedge Funds – Equity hedge fund investments include U.S. and non-U.S. long/short equity strategies. These strategies attempt to exploit profits from stock selection skills by taking long and short positions in various equity securities.

2. Absolute Return Hedge Funds – Absolute return hedge fund investments include arbitrage and event-driven strategies. Arbitrage strategies attempt to exploit pricing discrepancies between closely related securities, utilizing a variety of different tactics primarily within equity, fixed income and convertible securities markets. Event-driven strategies attempt to exploit discreet events such as bankruptcies, mergers and takeovers.
- C. Real Estate – Investments may also include equity real estate, held in the form of professionally managed, income producing commercial and residential property. Such investment may be made only through professionally managed pooled limited partnerships or real estate investment trusts (REITS), as offered by leading real estate managers with proven records of superior performance over time. Emphasis will be made on the credentials and the track record of the professionals involved.
1. Gifts of real estate will be held at the individual campuses as separately managed assets until liquidated. Unless the real estate has strategic long term importance to the campuses or can be managed alongside existing land, timber, and mineral holdings for investment purposes, it should be liquidated as quickly as practical. Once the real estate is liquidated the funds will be invested in the appropriate System fund.
 2. Each campus will present an update on non-campus land and natural resources held for investment, annually, at a joint Investment/Physical Properties meeting.
- D. Commodities – Natural resource investments which include oil and gas interests, commodities and other hard assets such as timber.

IX. Derivative Securities

For the purposes of this policy, a derivative instrument is defined as any contract or investment instrument whose performance, risk characteristics or value is based on any asset, interest rate or index value.

Derivatives are permitted to be used for the following purposes:

- A. To gain broad stock or bond market exposure in a manner that does not create the effect of leverage in the overall portfolio.
- B. To convert financial exposure in a given currency to that of another currency (e.g., to hedge Japanese Yen exposure back to the U.S. Dollar).

- C. To adjust the duration of a bond portfolio in a manner that is consistent with the accepted approach of the manager and other policies and guidelines provided to the manager.
- D. To make other portfolio adjustments that are consistent with other elements of the System's investment policies and guidelines and that, when viewed from a total portfolio standpoint, do not increase risk or expected volatility of rate-of-return in the portfolio.
- E. To swap interest rates from variable to fixed and vice versa.
- F. To hedge a future distribution or effective interest in a future distribution from a limited partnership investment in a manner that does not expose the portfolio to unlimited risk.

All other uses of derivatives within the UAS Investment Pools are prohibited unless specifically approved by the Investment Committee.

Investment managers are expected to have internal risk management programs in place to ensure that derivative-based strategies do not result in magnified risks to the portfolio.

X. Currency Hedging

Over various time periods, a hedged strategy of the international arena will alternately outperform and then under-perform an un-hedged strategy. Over the very long term, returns from either strategy are expected to be roughly the same. Based on the above assumption, the Investment Committee chooses to give discretion to the International Equity Managers regarding currency hedging.

XI. Security Lending

The System may participate in a securities lending contract with a bank or non-bank security lending agent for either short-term or long-term purposes of realizing additional income. Loans of the securities by the System shall be collateralized by cash, letters of credit, or securities issued or guaranteed by the U.S. Government or its agencies. The collateral will equal at least 102% of the current market value of the loaned securities. The contract shall state acceptable collateral for securities loaned, duties of the borrower, delivery of loaned securities and collateral, and acceptable investment of collateral.

XII. Directed Brokerage Commissions

It is a policy of the Investment Committee of the Board of Trustees to not direct brokerage commissions to avoid potential conflicts of interest and to assure best execution. The only exception would be to use a transition manager, as

recommended by the investment consultant, to minimize the transaction costs when switching investments between two managers or rebalancing the portfolio.

XIII. Tax Considerations

Although the System is a tax-exempt organization, it may be subject to tax related to Unrelated Business Taxable Income (UBTI) or Unrelated Business Debt (UBD). To minimize the taxable consequences to the System, efforts should be made to choose the investment structure and geographic location most beneficial to the System, taking into account tax ramifications and potential fee differences related to different investment structures.

XIV. Reporting

The System Office reports on the investments and performance of the working capital pools monthly to the Investment Committee of the Board of Trustees, the Chancellor, and the Campus Presidents in writing. Quarterly, the Investment Consultant will make a presentation to the Investment Committee and show performance relative to benchmark and other institutions running funds with similar guidelines.

Investment Policy for System Reserves

The System Office, with the guidance and advice of the campuses and hospital financial officers, is charged with developing and implementing an investment strategy that is consistent with matching the duration of each campus's reserves with their projected needs. Because the reserves also serve as collateral for each institution's debt, care is taken to make sure that investment risk levels are appropriate for the financial condition of each individual campus. It is the responsibility of the System Office to insure that cash is available to meet the liquidity needs of the campuses and the hospital.

Reserves are to be invested in System-managed pooled funds except for certain monies which are not eligible or appropriate for inclusion in these funds, such as endowment assets, life and annuity trusts, and proceeds from bond issues.

All System reserves are to be managed in one of three pooled funds depending on the time horizon of the reserves:

- A. UAS Prime Investment Fund – Long-term working capital (7-10+years)
- B. UAS Intermediate Fund – Intermediate working capital (2-6 years)
- C. UAS Short-Term Fund – (0-1 year)

I. System Reserves Investment Funds

A. The System reserves are managed in these three categories to be consistent with liquidity requirements and the duration of the investments.

1. UAS Short-Term Fund

The UAS Short-Term Fund contains all the short-term reserves of the System. Because of the different income and disbursement streams at each institution, consolidation of funds reduces daily cash fluctuations in the System, and minimizes the amount of short-term reserves needed. Assets held in the UAS Short-Term Fund are invested with the primary objectives of stability of principal and liquidity. Such investments are restricted to high-quality, liquid, money market funds and other fixed income obligations with a maturity of one year or less. The determination of the amount of assets held in this segment is based on forecast expected cash inflows and disbursements and an examination of historical data from the most recent three fiscal years. A \$50 million line of credit allows the UAS Short-Term Fund to maintain a minimal amount of assets to cover the projected fluctuations in cash during the course of the year. All income is distributed to the institutions on a monthly basis.

2. UAS Intermediate Fund

The UAS Intermediate Fund serves as a buffer for the daily reserve funds -- a means of paying off draws on the line-of-credit, a source of funds to meet projected reserve needs over the next 2-6 years, and as a contingency fund to cover unplanned expenditures and shortfalls in income. This fund is also used to balance the other funds when looking at the institution's entire asset allocation of reserves relative to its investment objectives. The UAS Intermediate Fund has an investment objective of income with preservation of capital and is invested in intermediate term "investment grade" fixed income securities. At least one of the investment managers must be a large mutual fund providing daily liquidity. All income is distributed to the institutions on a monthly basis.

3. UAS Prime Investment Fund

The UAS Prime Investment Fund is a long-term reserve fund to cover the needs of the institutions over a period of 7-10+ years. This fund has an investment objective of growth with income and is invested in a diversified asset mix of liquid or semi-liquid securities.

Long-term lockup funds with illiquid assets are inappropriate investments for this fund. The UAS Prime Investment Fund, where possible, uses the same investment managers as the Pooled Endowment Fund to reduce fees. This fund distributes a spending rate to the reserve holders in the amount of 4% of a 36-month moving average of unit market values. The spending rate is distributed quarterly.

The Investment Committee shall establish and periodically review asset allocation targets and ranges, investment objectives and policies, and make changes in investment managers to reflect changes in market conditions, asset class valuations or investment manager performance.

B. Allocation of Reserves Among Investment Funds

The allocation of reserves among the Prime Investment, Intermediate and Short-term funds allows for each campus and the hospital to have their own asset allocation. The allocations should take into account each institution's funding needs, debt ratings, reserve growth/decline projections and any other special circumstances. In the case of the UA Hospital, peer asset allocation is also considered. The amount held in the short-term fund shall be minimized to cover actual cash needs plus any large extraordinary one time approved expenditures. The remaining reserves will be invested in the Prime Investment and Intermediate funds. Equity exposure will be the determining factor in allocating reserves between the Prime Investment and Intermediate funds. The target equity exposure for each campus and the hospital are set by the Investment Committee with input from the investment officer, the investment consultant, and the campus and hospital financial officers. It is the responsibility of the System Office to allocate reserves between the funds for each campus and the hospital according to the targets established by the Investment Committee. Below are the current equity exposure targets established by the Investment Committee.

Investment Policy for Endowment Funds

I. Investment Objectives

The purpose of the Endowment is to support the UA System campuses and hospital and their missions over the long-term. Accordingly, the primary investment objectives of the Endowment are to:

- A. Preserve the real purchasing power of the principal.

- B. Provide a stable source of perpetual financial support to Endowment beneficiaries.

In order to preserve the real purchasing power of the principal and to provide a stable source of income to the beneficiaries of the Endowment, the long-term annualized total rate of return objective for the Endowment will be targeted at inflation as defined by the Consumer Price Index (CPI) plus the Endowment spending rate plus all fees and expenses. To satisfy its long-term rate of return objective, the Endowment relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and from natural income (interest, dividends and rents). Asset allocation guidelines and the investment manager structure should be established to meet the target return while providing adequate diversification in order to minimize the volatility of investments returns.

II. Endowment Spending Policy

The Board of Trustees shall attempt to balance the long-term objective of maintaining the purchasing power of the Endowment with the goal of providing a reasonable, predictable, stable and sustainable level of income to support current objectives. To achieve this goal the Board of Trustees has established a base spending rate of 5% of the trailing 36-months moving average of unit market values and is established yearly as of December 31 for the following fiscal year. This spending policy is to be reviewed annually by the Investment Committee.

In determining whether it is appropriate to make distributions, the System will comply with Section 4 of the Uniform Prudent Management of Institutional Funds Act, as adopted by the State of Alabama and codified at Code of Alabama, 19-3C-1, et seq.

III. Target Asset Allocation

To achieve its investment objectives, the Endowment shall be allocated among a number of asset classes. These asset classes may include: domestic equity, domestic and international fixed income, international equity, real estate, commodities, hedge funds, private equity and venture capital. The purpose of allocating among asset classes is to ensure the proper level of diversification within the Endowment. Analyses of historical and expected capital market returns show that a substantial weighting in higher returning asset classes consisting of equity and equity-like investments is necessary for the Endowment to achieve its return objective of inflation plus fees plus 5%. Other asset classes such as hedge funds and bonds serve to provide additional diversification to the overall portfolio. Illiquid alternative assets also play a role in the asset allocation to the extent that they provide excess returns and diversification to traditional assets.

The Investment Committee shall establish and periodically review asset allocation targets and ranges, investment objectives and policies, and make changes in investment managers to reflect changes in market conditions, asset class valuations or investment manager performance.

IV. Separately Invested Endowments

There are a few endowment funds that are separately invested because the gift is restricted or non-marketable. To the extent allowed by the Endowment documents, separately managed endowments are to be invested to emulate the endowment pool investment program adopted by the Board of Trustees using traditional asset classes. Each separately invested Endowment fund is to be reviewed periodically to determine if it may be included in the Endowment pool.

The Investment Committee shall establish target allocations, by asset class, for separately managed funds. These target allocations shall be reviewed periodically and revised, when necessary by the Investment Committee.

As a general rule, securities received as gifts will be sold on receipt and the proceeds added to the pooled fund, unless the endowment documents require separate management, in which case the proceeds will be allocated to the investment managers. In those cases where the Investment Committee decides not to sell securities received as a gift, those securities will not be commingled with the rest of the endowment but will be accounted for separately until sold.

Investment returns on separately invested endowments will be compared with the following:

- A. A weighted average of the returns of broad market indices representing the asset classes in the target asset allocation in the investment policy for the endowment pool established by the Board of Trustees.
- B. Returns of a universe of funds with similar policies.

V. Life Income and Annuity Funds Investments

The Board assigns to campus Presidents the responsibility for direct investment and administration of Life Income and Annuity Funds. Investments are to be made in accordance with payout agreements determined at the time of initiation, subject to investment criteria for Endowment Funds, as described above. With the approval of The Board of Trustees, external investment advisors may be retained to manage certain Life Income and Annuity Funds. Upon the death of the respective beneficiaries, the principal becomes available to the University for the purposes described in each individual trust conveyance; investment of such funds will then be determined by applicable Funds Investment Policy.

The Investment Committee shall periodically review the investment of these funds to ensure that the Committee's investment objectives are being met and shall advise the campus Presidents and the Board of their findings.

Responsibilities of the Investment Managers

I. General Duties and Responsibilities of the Investment Managers

- A. Invest the assets of the System's Endowment Fund and working capital with the care, skill, prudence and diligence that a prudent professional investment manager, familiar with such matters and acting in like capacity, would use in the investment of such assets, consistent with guidelines outlined herein.
- B. Adhere to the investment policies and guidelines prescribed by the System and act in the best interest of the System.
- C. Make no material departures from the strategy for which the manager was hired.
- D. Inform the Investment Officer and the Investment Consultant regarding all significant matters pertaining to the investment of its assets. These matters include:
 - 1. Substantive changes in investment strategy or portfolio structure.
 - 2. Significant changes in the ownership, affiliations, organizational structure, financial condition and professional staffing of the investment management organization.
 - 3. Any regulatory actions being pursued or taken against the firm or any of its employees.
- E. All investment managers of liquid securities must report their performance in writing each month.
 - 1. Limited partnerships must report performance at least every calendar quarter.
 - 2. Performance calculations must be in compliance with CFA Institute standards, or managers must explicitly note that performance figures are not in compliance and provide an explanation thereof.

3. Managers are required to provide a list of portfolio holdings at least quarterly (hedge funds are exempt from this requirement) and a commentary on the investment results and future outlook.
- F. Comply with CFA Institute Guidelines on Soft Dollar Standards.
- G. Vote all proxies after careful assessment of the issues involved, paying particular attention to items that may reduce the economic value of stockholders' rights of ownership and thereby impact adversely the performance of the System's assets.
- H. Meet with the Investment Officer and Investment Consultant on a regular basis.
1. The Investment Committee expects to meet with the investment managers on a periodic basis whether in person or by video conference.
 2. During such meetings, the managers will be expected to explain their current investment strategies and the rationale for them, and comment on performance.
- I. Establish and maintain an effective relationship with the custodian of the System, including making vigorous efforts to reconcile any performance discrepancies.
- J. Traditional Asset Investment Managers are prohibited from buying securities on margin, borrowing money or pledging assets, or trading uncovered Options, commodities or currencies without the advance written approval of the Endowment Fund.
1. The managers are also restricted from investing in private placements and restricted stock (excluding 144A securities) unless otherwise permitted in writing by the Endowment.
 2. 144A securities are permissible investments and are limited to a maximum of 10 percent of the portfolio. 144A securities are also subject to other restrictions listed in the "Responsibilities of the Investment Managers."
 3. It is expected that no assets purchased by traditional asset managers will be invested in securities whose issuers are or are reasonably expected to become insolvent, or who otherwise have filed a petition under any state or federal bankruptcy or similar statute.

- K. The investment manager shall not purchase any securities of its organization or affiliated entities, unless it is part of a passive index in which the System chooses to invest.
- L. The portfolio's performance should rank in the top 50% of a universe of comparable managers after fees.

II. Manager Benchmarks

- A. Benchmarks will be established for individual managers that most closely reflect the strategy pursued or securities purchased by that manager.
- B. The appropriateness of the assigned benchmark should be agreed upon by the consultant, staff and the manager in advance of hiring and, where possible, explicitly included in the written agreement.
- C. The performance of the managers will also be compared to peer managers following similar strategies on both a risk-and-return basis.

III. Mutual and Commingled Funds Portfolios

- A. Where mutual or commingled funds are used, it is expected that the portfolios generally conform to these guidelines, though the Investment Committee recognizes the prospectus or guidelines of the fund supersede those of the System.
- B. On a periodic basis, the investment managers of mutual or commingled funds will review the guidelines of the commingled funds and the guidelines set forth below.
- C. If the portfolios of the funds differ from the below referenced standards in any material respect, the Investment Manager will notify the Investment Officer and the Investment Consultant in regular quarterly reports.

IV. U.S. Equity Portfolios

- A. Equity holdings in any single company including common stock and convertible securities must not exceed 10% of the manager's portfolio measured at market value.
- B. A minimum of 14 individual stocks should be held within the equity segment of the portfolio.
- C. Equity holdings should represent at least 90% of the portfolio at all times.

- D. Equity holdings in any one industry (as defined by the Global Industry Classification Standard) should not exceed 40% of the portfolio.
- E. Marketable common stocks, preferred stocks convertible into common stocks, S&P 500 futures contracts and fixed income securities convertible into common stocks are the only permissible equity investments.
- F. Securities of foreign (non-U.S.) entities denominated in U.S. dollars are limited to 20% of the manager's portfolio measured at market value. Securities denominated in currencies other than the U.S. dollars are not permissible investments.
- G. For securities bought or held for the portfolio of the System, the Investment Manager should consider not only the System's portion but the aggregate holdings among all the manager's accounts in assessing the amount of liquidity and the impact on the security's price.

V. International Equity Portfolios

- A. Equity holdings in a single company (including common stock and convertible securities) should not exceed 8% of the manager's portfolio measured at market value.
- B. A minimum of 30 individual stocks should be held.
- C. Equity holdings in any one industry (as defined by the Global Industry Classification Standard) should not exceed 25% of the manager's portfolio measured at market value.
- D. A minimum of 50% of the countries within the EAFE Index should be represented within the portfolio.
 - 1. The allocation to an individual country should be limited to the lesser of 34% or 4 times the country's weighting within the EAFE Index.
 - 2. Where allocations to non-EAFE countries are used, they should not exceed 5% of the portfolio on an individual basis or 20% in combination.
- E. Currency hedging decisions are at the discretion of the investment manager.

VI. Fixed Income Portfolios

- A. The duration of the fixed income portfolio should be targeted to that of the Lehman Aggregate Bond Index ("LAGG") for the Pooled Endowment and

Prime Investment Funds and may range from +/-1 year of the duration of the LAGG.

- B. The duration of the Intermediate Fund should be targeted to an intermediate term fixed income index selected by the Investment Committee and may range from +/-0.5 years of the duration of the index.
- C. Fixed income holdings in a single entity (excluding obligations of the United States Government and its agencies) should be limited to 5% of the manager's portfolio measured at market value.
- D. Fixed Income holdings in any one industry (as defined by the Global Industry Classification Standard) should not exceed 15% of the manager's portfolio measured at market value.
- E. With the exception of multi-strategy bond funds, at least 95% of fixed income investments should be limited to "investment grade" securities, e.g., securities with ratings of BBB- (Standard & Poor's) or Baa3 (Moody's) or higher or unrated securities which the investment manager deems to be investment grade.
 - 1. Unrated securities of the U.S. Treasury and Government agencies are permissible investments.
 - 2. Securities that fall below investment grade may be held for up to one year, based upon the credit and liquidity considerations associated with the issue.
 - 3. Multi-strategy fixed income managers may have up to 20% of the investments in non-investment grade securities or private placements.
- F. Securities of foreign (non-U.S.) entities denominated in U.S. dollars are limited to 10% of the manager's portfolio, measured at market value except for accounts with a non-US or Global fixed income mandate.
- G. Securities denominated in currencies other than U.S. dollars are not permissible investments unless part of a multi-strategy fixed income account where the limitation is 20% of the manager's portfolio. This restriction does not apply to accounts with a non-US or Global fixed income mandate.
- H. Emerging market debt investments are not permissible investments unless part of a multi-strategy fixed income account or an account with an emerging market debt mandate.

- I. For securities bought or held for the portfolio of the System, the Investment Manager should consider not only the System's portion but the aggregate holdings among all the manager's accounts in assessing the amount of liquidity and the impact of the price of the security.

VII. Cash Equivalent Investments

- A. Managers generally are expected to utilize a high-quality, broadly-diversified commingled fund or other high quality vehicle made available by the custodian bank.
- B. Managers also may use alternative funds or vehicles that meet the standards of quality and diversification that would be achieved by using the custodian bank's vehicles.

VIII. Hedge, Fund-of-Fund Investments

- A. Managers should seek to diversify the assets by manager and by investment strategy.
- B. Managers should seek out strategies and managers that have proven track records of consistent long-term performance and capacity.
- C. Managers should have no less than five alternative investment managers. No single manager should represent more than 30% of the total portfolio.
- D. Managers should have no more than 40% of the fund invested in any single investment strategy.
- E. Managers should have a detailed procedure for monitoring risk. The risk controls, such as Value at Risk (VAR), and other control measures should be detailed and confirmed in writing.
- F. An independent auditing firm will audit the manager at least on an annual basis and the System Office will be provided a copy of the annual report.
- G. The manager will provide reports regarding performance on a monthly basis and an investor letter at least on a quarterly basis.
- H. The manager should perform on-site manager due diligence with its managers at least on an annual basis.
- I. The manager should have significant corporate infrastructures established so that the monitoring and implementation of the fund is not solely dependent on one individual.

- J. The manager should have errors and omissions insurance and should provide evidence of this insurance on an annual basis.

(Investment Policy and Procedures adopted May 12, 1979 as Rule 420; amended December 14, 1979, and November 19, 1980. Investment Funds Policy adopted September 16, 1981 as Rule 420; amended February 3, 1983, and January 12, 1984. Asset Management Policy adopted September 20, 1984 as Rule 420; amended December 8, 1989. Investment Management Policy adopted April 30, 1993 as Rule 420; amended October 29, 1993, and April 21, 1995. Amended and renumbered December 5, 1997 as Rule 404; amended November 19, 1999.

Investment Committee Operations adopted November 19, 1999 as Rule 416.

Investment Management Policy, Rule 404, and Investment Committee Operations, Rule 416, amended and renumbered June 17, 2005, as Board Rule 404; amended April 7, 2006, February 2, 2007, November 14, 2008, and February 6, 2009.)

501. Responsibilities of the Academic Affairs, Student Affairs, and Planning Committee

I. The revised Bylaws of The Board of Trustees (herein called Board) provide for a standing Academic Affairs, Student Affairs, and Planning Committee (herein called Committee) in Article IV Section 2.

II. The Committee's role is advisory to the Board in the areas set out in Article IV Section 2 of the Bylaws unless otherwise provided by the Board.

III. Purposes of the Committee

A. To provide a mechanism through the Chancellor's Office to assist the Board in its policy-making role by providing information and reasoned perspectives regarding academic and student spheres. This would include the following stated functions of the Board:

1. Establish policies and goals of the System and direct the Chancellor to implement and achieve those policies and goals;
2. Review and approve academic plans, including new programs and new units, as well as major modifications to existing programs and units;
3. Upon recommendation of the Presidents, approve the earned degrees awarded.

B. To support the Presidents and their academic affairs and student affairs officers in developing new programs and services, and to serve as advocates for each campus and for the System as a whole wherever and whenever appropriate.

C. To assist the Chancellor in performing the following of his or her stated functions:

1. Implement Board policies, continuously review the administration and effect of these policies, and recommend, for the Board's consideration, modifications to existing policies and new policies at both the institution and System levels;
2. Recommend to the Board the mission, role, and scope of the System and of its respective institutions, and undertake comprehensive strategic and long-range planning;
3. Coordinate all functions of the System to ensure an integrated institution of related and cooperating campuses, with coordinated

educational programs and services so that quality and comprehensiveness are emphasized, cooperation is ensured, and unnecessary duplication is avoided.

4. Strengthen the quality of effort in those programs of teaching, research, and service for which there is the greatest need in the state. This should be accomplished through attraction of new resources, coordination of effort (if such will provide a better total program), through the normal budgetary process (including the development of appropriation requests), and a reallocation of resources if necessary.

IV. Major Responsibilities of the Committee

- A. Review the quality/effectiveness of the institutions and their programs. This will be a central focus of the Committee's work.
- B. Review planning strategies and plans that would be developed by the campuses and/or by the System Office.
- C. Review information directly related to programmatic and administrative assessments, evidence/indicators of effectiveness, outcome measures determined by internal and external evaluations, matters of intercampus cooperation, and academic efficiency.
- D. Review financial and facilities plans that impact academic, student, research, and service programs.
- E. Review and recommend organizational structures for academic affairs and student affairs units including the creation or major modifications of colleges, schools, division, departments, centers, etc.
- F. Review and recommend changes in institutional mission/purpose, role, and scope.
- G. Review and recommend the creation of chairs and professorships and appointments to them. (See BR 508-I-B)
- H. Periodically review institutional policies governing tenure and other faculty rights and responsibilities.
- I. Consider and recommend new programs of instruction, research, and service.
- J. Review matters that are developed by the Alabama Commission on Higher Education (ACHE), the State Legislature, or other governmental bodies that affect System institutions.

- K. Review standards recommended by the institutions of the System (i.e. student admission to the institution and to programs, standards of academic progress, honors, graduation requirements, etc., and other student affairs that relate to academic matters).
- L. Review policies and practices of peer institutions and make recommendations regarding the standards used in the System's institutions.
- M. Review and recommend student affairs plans, as appropriate. This also includes the periodic review with the Vice Chancellor for Academic and Student Affairs the items of Committee responsibility covered in Board Rule 200.

(Adopted May 14, 1977; Amended September 17, 1980, Revised September 17, 1999; amended November 14, 2008.)

502. Establishing New Programs

I. Policy Statements

- A. Primary responsibility for the planning and execution of academic programs begins with the faculty and staff of each System campus.
- B. The Board and the Chancellor encourage adaptation of resources to meet changing academic needs in the State.
- C. The institutions of The University of Alabama System are required to submit requests for new programs to the Chancellor for review and approval. Upon the approval of the Chancellor, the new program request will be submitted to the Board of Trustees for final approval.
- D. Efforts at collaboration and sharing, including cooperative, joint, and shared programs, must be explored at the campus and System levels whenever a new degree program of instruction is considered.
- E. Guidelines and procedures for the development, submission, review, and approval of new programs are developed and administered by the System's Office of Academic Affairs.

II. The Guidelines for Establishing a New Degree Program

A. Notification of Intent to Submit a Proposal

- 1. The faculty develops a Notification of Intent to Submit a Proposal (NISP). (Please see Attachment A)
- 2. Campus committees review the NISP.
- 3. The Provost/Vice President for Academic Affairs reviews the NISP.
- 4. The NISP is approved by the President and forwarded to the Chancellor for review.
- 5. The Vice Chancellor for Academic and Student Affairs reviews the NISP, which will include a meeting with the provost, program administrator, and the lead faculty member.
- 6. The System Office sends the NISP to the other System campuses for review.

7. The Vice Chancellor presents the NISP to the System Academic Council (SAC) for review and discussion.
8. The NISP is adjusted, as necessary, approved by the President, and recommended to the Chancellor for review and recommendation to the Board of Trustees.
9. The Vice Chancellor presents the NISP as an action item to the Academic Affairs, Student Affairs, and Planning Committee for its review, approval, and recommendation to the Board for authorization to submit it to the Alabama Commission on Higher Education (ACHE).
10. Following the Board's approval, the Vice Chancellor sends the NISP to ACHE for review.
11. The originating campus sends undergraduate program NISPs to the Chief Academic Officers of the other senior institutions in the state. NISPs for graduate programs are sent to the Graduate Deans.
12. After two months the full Program Proposal may be submitted to ACHE.

B. Program Proposal

1. The faculty develops a full program proposal. (For undergraduate programs please see Attachment B; for graduate programs please see Attachment C).
2. Campus committees review the proposal.
3. The Provost/Vice President for Academic Affairs reviews the proposal.
4. The President approves the proposal and forwards it to the Chancellor for review.
5. The Vice Chancellor for Academic and Student Affairs reviews the proposal, which will ordinarily include a meeting with the provost, program administrator, and the lead faculty member(s).
6. The System Office sends the proposal to the other System campuses for review.
7. The Vice Chancellor presents the proposal to the SAC for review and discussion.

8. The proposal is adjusted, as necessary, approved by the President, and recommended to the Chancellor for review and recommendation to the Board of Trustees.
9. The Vice Chancellor presents the full proposal as an action item to the Academic Affairs, Student Affairs, and Planning Committee for its review, approval, and recommendation to the Board for authorization to submit it to ACHE with a recommendation for ACHE approval. In addition to program information, the proposal includes the summary sheet required by ACHE that contains budget information, enrollment projections, and degree completion projections.
10. Following the Board's approval, the Vice Chancellor sends the proposal to ACHE for its review and approval. (At least two months after the NISP has been submitted.)
11. The originating campus sends a copy of any undergraduate program proposal to the Chief Academic Officer of the other senior institutions in the state. A copy of any graduate program proposal is sent to the Council of Graduate Deans.
12. With ACHE approval, the proposal is sent to the Board of Trustees for final review and approval. Following Board approval, the campus then implements the program.
13. If ACHE fails to approve the proposal, the Board may then choose to revise the proposal and resubmit it to ACHE, approve the proposal, or discontinue consideration of the proposal.

III. The Guidelines for Establishing a New Certificate Program

Certificate programs require Board action if they are 30 or more undergraduate hours, or 18 or more graduate hours in length. A certificate program with less than the above criteria should meet individual campus guidelines and be presented to the Board as an information item.

1. The faculty develops a program proposal.
2. Campus committees review the proposal.
3. The Provost/Vice President for Academic Affairs reviews the proposal.

4. The President approves the proposal and it is forwarded to the Chancellor for review.
5. The Vice Chancellor for Academic and Student Affairs reviews the proposal.
6. The System Office sends the proposal to the other System campuses for review.
7. The Vice Chancellor presents the proposal to the SAC for review and discussion.
8. The proposal is adjusted, as necessary, approved by the President, and recommended to the Chancellor for review and recommendation to the Board of Trustees.
9. The Vice Chancellor presents the full proposal as an action item to the Academic Affairs, Student Affairs, and Planning Committee for its review, approval, and recommendation to the Board of Trustees.
10. Following Board approval, the Vice Chancellor notifies ACHE, as an information item, of the Board's approval of the certificate program.

(Adopted October 15, 1986; Amended June 28, 1993; Revised November 1, 1996, May 7, 1999, April 21, 2000, February 15, 2002; Amended November 14, 2008.)

504. Review of Existing Academic Programs

I. Policy Statements

The Board of Trustees requires the institutions of The University of Alabama System periodically to review and evaluate all programs of instruction, research, and service.

The review and evaluation results must be submitted to the Chancellor's Office as an Executive Summary.

II. Guidelines for the Review of Existing Programs

A. Objectives

1. The major value of any program review process derives from the degree of self-evaluation, which a serious review catalyzes and promotes. The purpose of this process is to provide for a formal, systematic review of the many programs being offered under the auspices of the campuses. The intent is not to duplicate or supplant the program reviews conducted by various professional accrediting agencies (such as exist in Business, Education, and others), but rather to provide a means for internal review free from the specific goals and constraints of such external reviews. Every effort will be made, however, to coordinate internal and external reviews in order to avoid duplication of data collection.
2. More specifically, the aim of the review of existing programs is to raise the quality of education in The University of Alabama System through:
 - a) Acting as a catalyst for self-evaluation and self-improvement by the faculty in specific program areas;
 - b) Identifying concerns and problems common throughout the university and those unique to specific programs;
 - c) Identifying strengths and weaknesses in the University's overall programs, examining alternatives for correcting and eliminating deficiencies, and making recommendations to the appropriate campus and System authorities.

B. Review Procedures

1. The administrative responsibility for the review process on each campus shall be that of the Provost/Vice President for Academic Affairs. The responsibility for coordinating the review process for the System is assigned to the Vice Chancellor for Academic and Student Affairs.
2. The review of programs will be guided by three major principles:
 - a) Improvement of education can be fostered most effectively by collecting and reviewing essential information about the program under review;
 - b) Similar disciplines on a campus should be reviewed at the same time whenever possible; and
 - c) All of the university's programs selected for review should be subject to comparable procedures, including a common format for the collection of information, and considered in accordance with the approved purposes of the program and the mission, role, and scope of the campus.
3. It is the responsibility of the Provost/Vice President for Academic Affairs to provide the Vice Chancellor for Academic and Student Affairs a description of the academic program review process for his/her campus.
4. Upon completion of each program review, an Executive Summary shall be forwarded to the Vice Chancellor for Academic and Student Affairs by the Provost/Vice President for Academic Affairs.

(Adopted September 17, 1980 as Rule 520; revised November 1, 1996; amended and renumbered December 5, 1997; amended November 14, 2008.)

505. Changes in Academic Program Status

I. Policy Statement

The institutions of The University of Alabama System are responsible for submitting to the Chancellor plans regarding any changes in the status of an approved program. Such changes may include, but are not limited to, deactivation, reactivation, changes in delivery method, extensions, and alterations.

II. Guidelines for Placing an Academic Program on Inactive Status

A. Academic programs, including degrees and certificates, may be placed on “inactive status” by an institution of The University of Alabama System. A campus should follow the steps below when it is necessary to place a program on “inactive status.”

1. The President should notify the Chancellor in writing of the institution’s decision to place a program on inactive status.

2. With the letter of notification, the following information should be submitted:

- a) a statement summarizing the reason(s) the program is to be placed on inactive status;
- b) a brief statement on the procedure for handling program completions for any students in the program;
- c) a statement of any planning and assessment activities that will take place while the program is on inactive status; and
- d) date inactive status will go into effect.

B. After System Office review and approval, the institution’s plans to place the program on inactive status will be presented to the Board of Trustees as an information item.

C. Notice to the Alabama Commission on Higher Education (ACHE) will be provided by the System’s Office of Academic and Student Affairs.

D. Programs that remain on inactive status for a period of five years without being reactivated will automatically be discontinued.

III. Guidelines for Reactivating an Academic Program

A. Academic programs, including degrees and certificates, may be placed on “inactive status” by an institution of The University of Alabama System. A campus should follow the steps below when it is desirable to “reactivate” a program.

1. The President should notify the Chancellor in writing regarding the intended reactivation.
2. With the letter of intent, the following information should be included:
 - a) a brief statement summarizing the reason(s) and date the program was placed on inactive status;
 - b) a statement indicating institutional and other conditions that have changed to warrant reactivation of the program;
 - c) a statement indicating the faculty and administrative review processes followed to consider the program for reactivation;
 - d) a statement on any programmatic improvements that would be implemented when the program is reactivated;
 - e) a copy of reports from consultants or outside reviewers, if either were used in the review process;
 - f) based on stated goals and objectives, a statement on the methods and timetable to be used to evaluate the effectiveness of the program; and
 - g) date of intended reactivation startup.
- B. After System Office review and approval, the institution's plans to reactivate the program will be presented to the Board of Trustees as an information item.
- C. Notice to the Alabama Commission on Higher Education will be provided by the System's Office of Academic and Student Affairs.

IV. Guidelines for Terminating an Academic Program

- A. The Chancellor should be notified in writing regarding the intended termination.
- B. After System Office review and approval, the institution's plan to terminate the program will be presented to the Board of Trustees as an information item.
- C. Notice to the Alabama Commission on Higher Education will be provided by the System's Office of Academic and Student Affairs.

(Adopted December 5, 1997, Revised May 7, 1999; November 14, 2008.)

506. Cooperative, Joint, And Shared Degree Programs

I. Policy Statement

- A. The Board of Trustees encourages the institutions of The University of Alabama System to make efficient use of system-wide resources. To that end, efforts at collaboration and sharing, including cooperative, joint, and shared programs, must be explored at the campus and System levels whenever a new degree program of instruction is considered.
- B. All new degree programs, including cooperative, joint, and shared programs must be approved by the Board of Trustees prior to implementation.

II. Guidelines for Cooperative Programs

A. Definition

A cooperative program is under the sponsorship of a single institution (identified as the primary institution) but contains elements of resource sharing agreed upon by one or more other institutions (the secondary institution(s)). The administrative control of such a program and commitment for maintaining the resources necessary to support it are the responsibility of the primary institution. The degree is granted under the seal of that institution and the program will be identified in the Alabama Commission on Higher Education's (ACHE) Academic Program Inventory for that institution only. The program is so designed that in the event the elements contributed by the secondary institution(s) are discontinued, the basic strength of the program will not be damaged seriously and the institution administering the program will be able to continue to do so with few or no additional resources.

- B. A student will be admitted to the primary institution according to its program admission requirements.
- C. For cooperative programs requiring a thesis or dissertation, the major professor/thesis chairperson and the majority of the committee will be from the primary institution.
- D. A student may take courses listed in the program of study from either institution with permission of the major professor.
- E. Each institution accepts the faculty appointments of the other campus without the necessity for re-evaluation.
- F. A student must satisfy all degree requirements according to the primary institution's guidelines.

- G. Any issues requiring attention or resolution will be considered by the appropriate department chairs and dean(s).
- H. Any residency requirement for the program may be satisfied by a student being a resident on either campus.
- I. Each cooperative program must be reviewed periodically. The primary institution will establish the schedule and parameters of the reviews and submit them to the System's Office of Academic Affairs. The results of each review are to be reported to the Presidents and the Chancellor.

III. Guidelines for Development of a Joint/Shared Program Proposal

A. Definitions

- 1. A joint program is one that is mutually sponsored by two or more campuses, leading to a single degree that is conferred by all participating institutions.
 - 2. A shared program is mutually sponsored by two or more institutions and benefits from their collaborative efforts. However, withdrawal of one or more partners does not preclude the continuation of an independently sponsored program (i.e. the program is not automatically terminated).
- B. When there is an interest in a new program by one or more campuses in The University of Alabama System, the question of whether a joint program is desirable must be considered by the System Academic Council (SAC). Recommendations by the SAC on joint programs are considered by the Presidents of the affected campuses.
 - C. Among the factors to be considered in determining whether a program should be joint are the mission and role of the campuses in question, student demand, potential benefits to the region, and the quality and quantity of the faculty and other learning resources to support the program.
 - D. When it is agreed that a proposal for a joint program should be developed, it is the responsibility of each campus involved in the program to choose a representative to take responsibility for assuring that the proposal follows campus and System guidelines.
 - E. The SAC must review all completed proposals for joint programs to ensure that the appropriate guidelines and procedures have been followed. Following that review the proposal goes back to the Presidents of the campuses sponsoring the program. When the Presidents are satisfied with the proposal, it is forwarded to the Chancellor.

- F. If the Chancellor concurs, the proposal for a joint program will be presented to the Board of Trustees and the Alabama Commission on Higher Education in the same order and following the same procedures as other proposals for new programs. (See guidelines for new program approval.)
- G. The joint program is so designed that its viability is dependent upon the shared resources of the participating institutions. In the event one or more of the participating institutions cannot meet its commitments and responsibilities, the program would be terminated. Shared programs benefit from, but are not totally dependent on, the collaborative effort. Therefore, withdrawal of one collaborating institution does not automatically terminate the program.

IV. Guidelines for the Operation of Joint/Shared Programs

- A. A joint/shared program in The University of Alabama System has the same requirements for each student, regardless of the campus where he or she is enrolled. That includes but is not limited to standardized entrance requirements, minimum course and hour requirements, and program examinations (such as qualifying examinations for the Ph.D. degree).
- B. Qualified faculty from each of the campuses participating in the program are included in the program faculty. Rules for appointment to the program faculty are established for each program. The procedure for selection of new program faculty must include the other program faculty members. However, the primary departmental affiliation and appointment of the individual faculty members, along with determination of tenure, promotion, and salary, remains at the campus level. Program faculty members are granted appropriate status to allow for full participation in the degree program at those campuses where they do not already hold an appointment.
- C. The program description sets forth some specific procedures and processes making it possible for students to take courses or do research on other campuses. These may differ depending on the type and level of program.
- D. The faculty and students in the program meet together at least twice each academic year. Seminars, conferences, and other meetings for this purpose are encouraged.
- E. For joint/shared doctoral programs that require a thesis or dissertation, the thesis or dissertation committee of each student must include at least one faculty member from each campus.
- F. Each program has a director, who is chosen from among the program faculty, appointed by his/her campus President, and reported to the Chancellor. Each program also has a coordinating committee composed of

an equal number of faculty representatives from each campus participating in the program. The coordinating committee is chaired by the director, and meets at least once each academic term to consider plans, policies, and administrative matters. If further administrative action is required, the director consults with the appropriate deans, and, if necessary, the provost on his/her campus. The provost may bring the matter to the Vice Chancellor for Academic and Student Affairs and the System Academic Council for discussion.

- G. Depending on the size and complexity of the program, special arrangements may be made to provide release time, clerical assistance, a travel allowance, or other expenses for the program director. In this case the costs are to be shared among the campuses in the program.
- H. Each student successfully meeting all of the program requirements will receive a degree that is designed for the program and that is the same regardless of the home campus of the student.
- I. Each joint/shared program must be reviewed periodically. The coordinating committee will establish the schedule and parameters of the reviews and submit them to the System's Office of Academic and Student Affairs. The results of each review are to be reported to the Presidents and the Chancellor.

(Adopted December 5, 1997; amended May 7, 1999; November 14, 2008.)

507. Academic Program Planning

I. Policy Statements

- A. The President of each institution shall have the primary responsibility for developing and implementing the academic program planning process for his/her campus.
- B. A three-year academic program planning document will be presented annually to the Board for its review.
- C. Guidelines for the submission and review of the Academic Program Planning document are developed and administered by the System's Office of Academic Affairs.

II. Planning Process Guidelines

- A. Each institution shall submit annually a three-year academic program planning document to the Chancellor.
- B. The Vice Chancellor will review the institutions' individual planning documents and compile them into a System Academic Program Planning document.
- C. Upon the Chancellor's recommendation, the System Academic Program Planning document will be presented to the Board.
- D. The planning document shall include the following sections:

1. New programs being planned

- a) Projected year to be submitted
- b) Six-digit CIP Code
- c) Degree
- d) Title
- e) Description
- f) Role Change?
- g) UAS Category
- h) Status of intended new program:
- i)

A = Proposal has been approved by ACHE and is awaiting review and final approval by the Board of Trustees.

B = Proposal is at ACHE and is awaiting review and approval.

C = Proposal has completed campus and System reviews and is ready for consideration by the Board of Trustees and ACHE.

D = Proposal is expected to be completed by the campus and submitted for System review within the next 12 months.

E = Proposal is under development, but is not likely to complete campus review in the next 12 months.

F = Program NISP has been sent to ACHE.

G = Program NISP has been sent to the Board of Trustees.

H = Program is still in the early planning stages. It has not been reviewed by the campus and appearance on the list is merely an indication that the possibility of a program is being considered.

NOTE: Proposals for name changes (i.e. Ed.D. to Ph.D.). These shall require a proposal and Board action, but they are not equivalent to development of a degree in a new area or at an entirely new level.

2. Other planning initiatives of the institution, such as those listed below:
 - a) Academic structure changes
 - b) New academic structures, such as colleges, departments, units, etc.
 - c) Major outreach initiatives
 - d) Major admission changes
 - e) Major changes that will affect educational programs, faculty, and/or the student body

(Adopted December 5, 1997; amended May 7, 1999; November 14, 2008.)

508. Establishment of Academic Chairs, Professorships, and Endowed Lectureships and the Designation of Holders of Academic Chairs and Professorships

I. Policy Statements

- A. In order to maintain uniformity and the highest degree of prestige and selectivity, the establishment of new Academic Chairs, Professorships, and Endowed Lectureships must be submitted for review and approval to the Chancellor and the Board of Trustees.
- B. The institutions of The University of Alabama System are required to submit for review and approval any nomination of a holder of a Professorship or Academic Chair to the Chancellor. Upon the approval of the Chancellor, the nomination will be submitted to the Board of Trustees for final approval.
- C. System and institution procedures for appointment to endowed chairs and endowed professorships require the approval of the Board of Trustees.

II. Guidelines for Obtaining Approval of an Academic Chair, Endowed Professorship, or Endowed Lectureship

- A. After the required level of the funding for the academic chair, endowed professorship, or endowed lectureship has been received by the institution, the President sends a request for the establishment to the Chancellor.
- B. The Chancellor will make a decision as to the disposition of the request and may choose to forward it to the Board or ask for additional information.
- C. If the Chancellor recommends approval of establishing the academic chair, endowed professorship, or endowed lectureship, the Academic Affairs, Student Affairs, and Planning Committee will be provided a copy of the information. The Committee will then make a recommendation to the full Board.
- D. Academic chairs, endowed professorships, and endowed lectureships are officially recognized only after being approved by the Board.

III. Guidelines for Designating a Holder of an Academic Chair or Endowed Professorship

- A. Within a University, selection procedures may differ among schools, colleges, division, or departments, as necessary to conform to the practices and customs of particular academic disciplines or professions.
- B. The University of Alabama System guidelines are intended as a framework within which the institutions may develop individual processes and procedures to suit their special needs.

- C. Where the funding for an endowment is tied to an administrative appointment, the search process for the administrative appointment must include consideration of the endowed chair or endowed professorship.
- D. The process for filling an endowed chair or endowed professorship shall include a comprehensive search to identify and recruit candidates who can make the greatest contributions to the institutions.
- E. In reviewing the credentials of endowed chair candidates, outside peers shall be consulted. Peer reviewers may include, but not be limited to, those suggested by the candidates.
- F. The selection process shall include provisions for direct input from faculty members of the academic department(s) in which the chair resides.
- G. When an institution has completed a search and wishes to nominate a person for appointment by the Board, a recommendation will be forwarded by the President to the Chancellor along with an outline of the steps followed in the search process, a list of search committee members, a copy of the nominee's curriculum vitae, and written evaluations by outside peers.
- H. The Chancellor will make a decision as to the disposition of the recommendation and may then choose to forward it to the Board, ask for additional information, or request that the institution renew the search process.
- I. If the Chancellor recommends appointment of the nominee, the Academic Affairs and Planning Committee of the Board will be provided with a copy of the candidate's curriculum vitae and a supporting letter from the institution administration, which shall include a short summary of the reasons for nominating this individual. The Committee will also be given an opportunity to ask questions of institution and System administrators concerning the suitability of the nominee for the endowed chair or endowed professorship position. The Academic Affairs, Student Affairs, and Planning Committee will then make a recommendation to the Board.
- J. Appointments to endowed chairs and endowed professorships may be finalized only after approval by the Board of Trustees of The University of Alabama.

IV. Guidelines for Short-Term Appointments to Endowed Chairs

A. Definition

Chairs that have been authorized by the Board of Trustees to allow appointments of less than one (1) academic year (12 months) may be established in order to accommodate the schedules of distinguished artists and scholars.

B. Guidelines

1. A short-term appointment to an endowed chair may be made with prior approval by the Chancellor.
2. The President of the campus on which the short-term appointment is located should forward to the Chancellor a request for approval of the candidate. The request must include the following information: the name of the individual; the term of the appointment; a summary of the terms of the contract; and where and what the individual's permanent position is.
3. The Chancellor shall notify the President when approval is given for an appointment.
4. An annual report will be presented to the Board of Trustees on the short-term appointments to endowed chairs for that academic year.

V. Guidelines for Appointments to Professorships

The Board recognizes the following classifications of university professorships:

A. University of Alabama Trustee Professor

1. A System-wide appointment limited in number, recognizing preeminent distinction and service to the System, and exclusively under the control of the Board.
2. In making such appointments, the Board will consult with the Chancellor, Presidents, and appropriate faculty groups on all campuses.

B. Distinguished Professor

1. A campus-wide prestigious appointment, recognizing international accomplishments, to be limited in number, and to be recommended to the Board by the appropriate President and the Chancellor in order to confer richly deserved prestige and honor on those selected to receive this designation.
2. The following criteria will be used in determining the selection of a "Distinguished Professor":
 - a) Accomplishments bringing great credit to the University.
 - b) Noteworthy academic service to the University as a teacher and/or research scientist and/or clinician.

- c) International recognition for scholarly contribution to the individual's chosen profession.
 - d) Outstanding performance of service associated with the individual's professional position.
 - e) Numerous achievements and extensive peer recognition in the individual's chosen profession or academic discipline.
 - f) Unstinting dedication to standards of excellence in all endeavors.
 - g) Exemplary character and integrity reflecting great honor upon the University.
3. Variations in this title may be used by a campus to denote specific functions such as "Distinguished Research Professor" or "Distinguished Service Professor."

C. University Professor

1. A campus-wide appointment, primarily prestigious in a specific discipline, to be recommended to the Board by the appropriate President and the Chancellor, to bestow upon an individual an academic rank that transcends departmental and disciplinary lines, allowing each designated individual the greatest latitude in teaching, writing, and scholarly research, and that gives such an individual with broad expertise a university-wide platform.
2. The following criteria will be used in the selection of an individual to be designated "University Professor":
 - a. Scholarly achievement and intellectual maturity.
 - b. Dedication to the highest standards of professional excellence.
 - c. Numerous achievements and extensive peer recognition in the individual's chosen professional field.
 - d. Academic competence to enable him/her to undertake cross-departmental, cross-disciplinary activities in research and teaching, and university and community service.

Variations in this title may be used by a campus to denote specific functions such as "University Research Professor" or "University Service Professor."

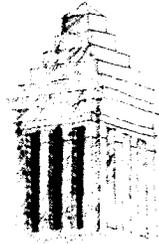
(Adopted July 16, 1980 as Rule 370; amended and renumbered December 5, 1997; amended November 14, 2008.)

UA INSTITUTIONAL PRESENTATION
NOVEMBER 14, 2008

Trustees, campus representatives, and guests gathered in Sellers Auditorium of the Bryant Conference Center at The University of Alabama on Friday, November 14, 2008.

Dr. Witt made a presentation using the attached slides.

Institutional Presentation



THE UNIVERSITY OF ALABAMA

November 14, 2008

**“It was the best of times.
It was the worst of times.”**

—Dickens (1859)

THE UNIVERSITY OF ALABAMA

Presentation Objectives

- 1) Progress Report
- 2) Financial Environment Plan
- 3) Shared Confidence

THE UNIVERSITY OF ALABAMA



Quality Enrollment
is the cornerstone of our strength.

THE UNIVERSITY OF ALABAMA



	<u>Fall 2002</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
<u>Applications</u>	7,322	14,313	18,500
AL Res.	4,574	6,959	8,452
Non-Res.	2,748	7,354	10,048



THE UNIVERSITY OF ALABAMA

	<u>Fall 2002</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
<u>Applications</u>	7,322	14,313	18,500
AL Res.	62%	49%	46%
Non-Res.	38%	51%	54%



THE UNIVERSITY OF ALABAMA

Freshman Class

	<u>Fall 2002</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
<u>Total</u>	2,655	4,538	5,116
AL Res.	76%	67%	63%
Non-Res.	24%	33%	37%

THE UNIVERSITY OF ALABAMA

Freshman Class

	<u>Fall 2002</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
Avg. ACT	Top 20%	Top 20%	Top 20%
Top 10% Class Rank	15%	38%	42%
4.0 GPA	314 (12%)	929 (20%)	1,012 (20%)

THE UNIVERSITY OF ALABAMA

Minority Enrollment

	<u>Fall 2002</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
Total	2,569	2,851	3,060
Freshman	265	384	525

THE UNIVERSITY OF ALABAMA

Online Education

5 Bachelor's Degrees

9 Master's Degrees

1 PhD Degree

15 Total

THE UNIVERSITY OF ALABAMA

Online Enrollment

	<u>Fall 2006</u>	<u>Fall 2007</u>	<u>Fall 2008</u>
Total Enrollment	3,908	5,133	6,038
Off Campus Enrollment	718	955	1,277

THE UNIVERSITY OF ALABAMA

Faculty/Staff Salaries

	<u>Professors</u>	<u>Associate Professors</u>	<u>Assistant Professors</u>
SUG 75 th	\$118,155	\$81,100	\$72,481
UA	\$115,995	\$79,108	\$65,108
	<u>(-\$2,160)</u>	<u>(-\$1,992)</u>	<u>(-\$7,373)</u>
	(-1.8%)	(-2.5%)	(-10.2%)

THE UNIVERSITY OF ALABAMA

Graduation Rates

<u>In-State</u>		<u>SEC Public Universities</u>	
Alabama	65%	Florida	81%
Auburn	63%	Georgia	77%
Montevallo	47%	Alabama	65%
UAH	44%	Auburn	63%
Troy	42%	Tennessee	63%

THE UNIVERSITY OF ALABAMA

Research (2007-08)

		<u>Δ</u>
Grants & Contract Submissions	625	(+20%)
Awards Received	253	(+13%)
Award Dollars	\$82M	(+44%)
Award Dollars (- construction)	\$65M	(+14%)

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Research

Graduate Student Income
External Grants & Contracts

2006–07	\$5.1M
2007–08	\$7.2M
2008–09	\$9.0M

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Facilities

Engineering & Science Building #2	Aug. 2009
Ridgecrest South	Aug. 2009
Underground Parking Deck	Aug. 2009
Nursing Building (Spring 2009)	Fall 2010

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Capital Campaign

Campaign Ends June 2009

Goal	\$500M
Oct. 2008	\$537M
June 2009	?



THE UNIVERSITY OF ALABAMA

Development

Cash & Pledges

2005-06	\$101M
2006-07	\$107M
2007-08	\$131M



THE UNIVERSITY OF ALABAMA

Financial Environment Plan

- Campus Enrollment Growth
- Online Enrollment Growth
- Tuition Increase
- Percentage Non-Res. Enrollment
- Operating Reserves

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Our Near Term Future

THE UNIVERSITY OF ALABAMA



Conclusion

- It is a ^{very} good time.
- Our progress will continue.



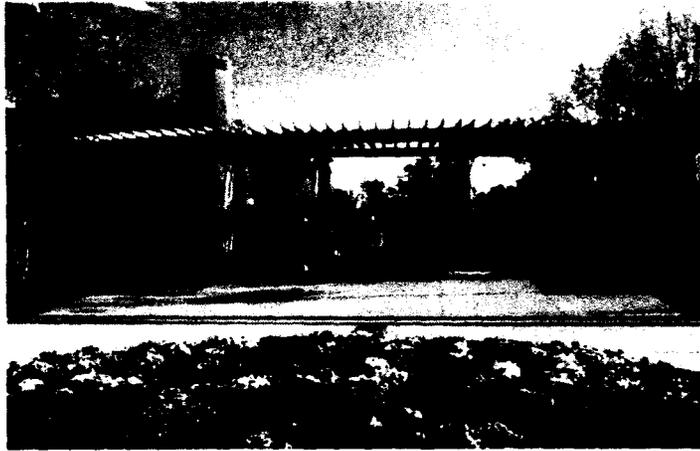
THE UNIVERSITY OF ALABAMA



Institutional Presentation



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