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JANUARY 9, 1975

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MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, JANUARY 9, 1975

A regular meeting of the Board of Regents of the University of Oklahoma was held in Dining Room 1, Oklahoma Memorial Union Building, on the Norman Campus of the University on Thursday, January 9, 1975, beginning at 2:10 p.m.

The following were present: Regent Jack H. Santee, President of the Board, presiding; Regents Walter Neustadt, Jr., Mack M. Braly, Thomas R. Brett, Bob G. Mitchell, M.D., K. D. Bailey, and Richard A. Bell.

The following were also present: Dr. Paul F. Sharp, President of the University; Acting Provost William E. Brown; Vice Presidents Nordby and White; Mr. Joseph C. Ray, Executive Assistant to the President; Dr. Thomas H. Tucker, University Chief Counsel; Mr. R. Boyd Gunning, University Trust Officer; and Mrs. Barbara H. James, Executive Secretary of the Board of Regents.

The minutes of the meeting held on December 12, 1974, were approved as printed and distributed prior to the meeting.

President Sharp reported he met this week with each Provost and with each Vice President regarding accomplishments of the last semester and plans for the spring semester. He said he will summarize these visits and send a report to each Regent. He commented as follows regarding the review. In terms of the educational mission of the University, President Sharp said he believes the fall semester was one of the most important of the past few years. We have made substantial gains in our Affirmative Action commitments on both campuses and in spite of limited resources we have begun a critical review of the academic functions of the University. The caliber of individuals we are bringing to both campuses is very fine, he said, but the real question will be whether we will be able to hold these people. In terms of the management systems we have set up, President Sharp said that while we still have problems, we have made considerable progress. He said also that we expect to have a number of our major fund-raising efforts completed within the next few months.

Regent Santee reported receipt of two letters under date of December 16, 1974, from Mr. James J. Monroe, Chairman of the University Hospital and Clinics Board of Trustees. Mr. Santee said it is appropriate that these letters be called to the attention of the Regents and the public generally, as follows:

"I am writing on behalf of our Board of Trustees to convey our sentiments regarding your designation of Dr. Thomas N. Lynn, Jr., as Acting Dean, College of Medicine.

"During the three to four months of Dr. Lynn's functioning in this role, we observe a striking effectiveness and remarkable assertion of leadership on his part. He has worked very closely with our Board in resolving some very difficult problems. We simply wish to register with you, the other Regents, and Dr. Sharp our very favorable impressions of Dr. Lynn's effectiveness.

"We appreciate his active involvement in Board meetings as well as his willingness to work closely with our Hospital Administration in day-to-day relationships between Hospital operations and the College of Medicine. We look forward to our continuing relationship with Acting Dean Lynn."

and

"I am writing on behalf of our Board of Trustees to express our admiration for the major contribution of G. Rainey Williams, M.D. in the role of our Chief of Medical Staff. As you know, this Chief of Staff position is a voluntary post filled through general election by the full membership of the Medical Staff.

"Dr. Williams has been serving in this capacity for over a year and we observe that he has been particularly effective in dealing with our Board, the Hospital Administration, and his colleagues on the Medical Staff. We find Dr. Williams' untiring efforts to have been central to our resolution of numerous operational difficulties.

"Of course, Dr. Williams' primary post is that of Chief of your Department of Surgery in the University's College of Medicine. We thought you would be interested in knowing of our admiration and respect for the major contribution which this educator/physician is making to our Hospital operations."

Regent Santee agreed that Acting Dean Lynn and Dr. Williams have done an outstanding job and he said they justly deserve the credit given them by the University Hospital Board of Trustees.

Regent Santee suggested it would be appropriate to adopt a resolution commending the coaching staff and the 1974 football team for their attainment of the No. 1 position in The Associated Press football poll. He said we are all very proud of the great credit which the team has brought to the University and to the State by their selection as the No. 1 football team in the country. Regent Braly moved adoption of a Resolution of commendation as suggested by Regent Santee and that a copy be forwarded to each member of the coaching staff and each member of the 1974 football team. Unanimously approved.

Regent Braly reported the Facilities Planning Committee met this morning and since the Chairman of the Committee, Regent Brett, was not able to be present, Regent Braly presented the following report:

13285

Steam and Chilled Water Plant Change Order

At the December 12 meeting there was considerable discussion regarding proposed Change Order No. 1 to the contract for construction of the Steam and Chilled Water Plant, Phase II, which provided an increase in the contract of \$15,348.42 to cover a tunnel relocation (p. 13266). The matter was referred to the Facilities Planning Committee for further consideration and recommendation. Regent Braly said this change order was reviewed by the Facilities Planning Committee and the Committee recommends approval of Change Order No. 1 to add \$15,348.42 to the contract with the proviso that the Oklahoma Industrial Authority will be billed for this with the explanation that the Regents request reimbursement since the work performed was for their benefit. Regent Braly moved approval of the Committee recommendation.

Approved.

Multiple-Use Development - Swearingen Research Park

Regent Braly said the following information and recommendation regarding the development of Swearingen Research Park was presented to the Facilities Planning Committee this morning:

During the 1950's and 1960's, there was a boom in research and development expenditures, and numerous universities and cities established research parks to capitalize on this growing and very attractive form of economic development. Due to the very limited market for new research locations, these new research parks usually met with very limited success at best, and often failure. Discussions with park managers throughout the country have indicated the key to success in park development is the multiple-use concept. This concept makes it possible to market to a much broader range of tenants, and to derive an overall return on the property much higher than would be the case with single use development.

This concept of multiple-use development was also a major recommendation of a marketing study recently conducted for Swearingen Research Park by the Marketing Division of the College of Business Administration.

The land on North Campus lends itself to multiple-use development. The recently completed Bovay study outlines several functional uses that would be appropriate. These uses appear to be consistent with the Norman Master Plan, with the needs of the market place, and with our responsibility to earn a reasonable return on the land to meet the airport's requirements for funds to expand and improve facilities.

This policy is proposed because it is a major divergence from the concept of a "Research Park", and because it appears to be the key to the successful development of this property.

President Sharp recommended adoption of a policy of developing North Campus as a multiple-use park, and direct future planning and development efforts to include the following land uses as appropriate:

Research
Academic
Support

Aviation Related
Light Industrial
Warehousing

Office and Professional
Commerical
Recreation and Open Space

Regent Braly said the Committee recommends approval of President Sharp's recommendation and he so moved. Approved.

American Red Cross Lease

Regent Braly reported the following statement and recommendation pertaining to leasing two acres on the North Campus to the American Red Cross was presented to the Facilities Planning Committee:

The Cleveland County Chapter of the American Red Cross is going to construct an 8,000 square foot regional blood center in Norman. The facility will house Red Cross administrative offices, and will serve as a collection, storage, and distribution point for whole blood and blood components. The Red Cross expects to expand the center in excess of 15,000 square feet as needs dictate.

A two acre site at the northwest corner of Robinson Street and Canterbury in Swearingen Research Park will meet their needs for an attractive and easily accessible location, and is completely compatible with current Swearingen Research Park physical support capabilities and with plans for future park development.

The proposed terms and conditions of a lease with the American Red Cross are as follows:

1. Site - 2 acres at northwest corner of Robinson and Canterbury
2. 20 year lease, with 4 10-year renewal options (60 year total)
3. Lease price - (payable monthly)

Year 1 -20	\$1,600/year	(8% x \$10,000/acre x 2 acres)
Year 21-30	\$1,800/year	(9% x \$10,000/acre x 2 acres)
Year 31-40	\$2,000/year	(10% x \$10,000/acre x 2 acres)
Year 41-50	\$2,200/year	(11% x \$10,000/acre x 2 acres)
Year 51-60	\$2,400/year	(12% x \$10,000/acre x 2 acres)
4. Cost of all utility connections to be paid by Red Cross
5. Sale of utility services (water, electricity, gas) will be at prevailing North Campus rates

6. Site service charges to cover cost of such services as police protection, road repair, street lighting, etc., to be pro-rated among park tenants, not to exceed 20% of annual ground lease payment
7. Design, construction, site layout, and landscaping plans to be approved by Park Director

President Sharp recommended the Regents authorize the administration (Swearingen Research Park Director) to negotiate with officials of American Red Cross for the lease of 2 acres in Swearingen Research Park for the establishment of a regional blood center within the guidelines set by the terms and conditions stated above.

Regent Braly said the Facilities Planning Committee recommends approval of President Sharp's recommendation. Approved.

Swearingen Research Park - Design and Planning Consultant

The following statement and recommendation were presented to the Facilities Planning Committee at their meeting this morning:

The University of Oklahoma has neither the financial capacity, administrative flexibility, nor the political freedom to undertake the development of commercial/industrial/office properties. Visits with university-related parks around the country have demonstrated a singular lack of success (the only exception being Stanford) due mainly to the incompatibility with the processes associated with the education mission. While it would be possible to develop the necessary financial capacity and administrative flexibility, a more reasonable and more profitable approach would be for the University to enter into a joint venture agreement with a developer of national reputation for the development of North Campus properties.

Major developers are approached on a weekly basis by property owners with "deals" on their property. In order to showcase and highlight our valuable North Campus properties, and also to provide the guidelines and restrictions which we will have to impose on a joint venture due to the University's responsibility to the Norman community, we should engage a highly qualified and creative planning firm to prepare a specific development plan with supporting analyses. This plan will serve the following purposes:

1. Provide a document for selling joint venture proposal to potential developers
2. Provide guidelines for joint venture agreement with respect to controls, limitations, layout, types of development, etc.
3. Provide the basis for our own development effort should we decide against a joint venture

HOK Associates, Dallas, Texas, is well qualified to undertake this project. They are associated with Helmuth, Obata, and Kassabaum, a major national architectural firm. HOK prepared the feasibility study for The Lloyd Noble Center. They also designed the Galleria in Houston, and the new Dallas-Fort Worth Regional Airport. King Graf, President of their Dallas office, is the member of the firm specializing in developer contact. He has excellent working relationships with several major national developers headquartered in Dallas and Houston, and has made preliminary contacts on this proposal.

Because much of the data required has already been collected, and because we can offer them additional support in completing the study, and further because they would be hopeful of getting the specific design and engineering work that would spring from a successful joint venture, we feel that we can get this project accomplished for under \$10,000. Swearingen Research Park has sufficient funds in its 1974-75 budget to undertake this project.

President Sharp recommended the Regents authorize the engagement of HOK Associates, Dallas, Texas, a design and planning consulting firm, to prepare a specific general land use plan and development program for the non-airport portions of the North Campus complex. A major national developer will participate in the design and analysis of this project, with the objective that the final study will be used by the University and the developer to negotiate a possible joint venture agreement for the development of North Campus industrial, commercial, and office areas. The study will also be the basis for solicitation of joint venture proposals from other developers.

Regent Braly said the Committee recommends approval of President Sharp's recommendation and he so moved. Approved.

Computer Facilities

The following information and recommendation regarding the lease of computer terminals was presented to the Facilities Planning Committee:

A contract is proposed with Harris Communications Systems, Inc. for two remote batch processing terminals to be attached to our existing computer facilities. The first configuration is recommended as a replacement for the IBM 1130 and is currently located in the Nuclear Engineering Laboratory. The configuration is identical to the COPE 1200 already in use on the Norman Campus, except for the card reader. It will have the same card reader and line printer capacities as the IBM 1130 and will also provide a 400% increase in the plotting capabilities at that site.

<u>Item</u>		<u>Cost</u>
1200-10	CPU	\$ 205.00
F-1210-00	4k memory	105.00
F-0022-00	CRT Console	95.00
4003-10	300 CPM Card Reader	210.00

OFFICE OF ARCHITECT ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS UNDER CONSTRUCTION

Project	CMP Priority No.	Engineers and Architect	Contractor	Contract Award Date	Original Adjusted Completion Date	Original Current Contract Amount	Status (% complete)	Sources of Funds
HEALTH SCIENCES CENTER								
Steam & Chilled Water Plant Phase II, (Part 1, Northeast Tunnel)		Carnahan & Thompson	Kay Engr. Co.	03/08/73	09/08/73	365,497 <u>366,749</u>	99%	Revenue Bonds
Steam & Chilled Water Plant, Phase II, (Part 2 West Tunnel and Plant Expansion).		Carnahan & Thompson	Kay Engr. Co.	09/17/73	08/13/74	2,458,197 <u>2,534,635</u>	99%	Revenue Bonds
Biomedical Sciences Building		Wright & Selby	Lippert Bros. Inc.	08/27/73	01/13/76	8,700,500	56%	Bond Funds Grants, DHEW
Dental Clinics (Dental Clinical Sciences Bldg.)		McCune & McCune	Rayco Construction Co.	12/13/73	12/17/75	6,786,271	42%	Bond Funds Grant, DHEW
Laboratory Casework Dental Clinics	(Partial)	McCune & McCune	Kitchen Interiors	12/13/73	12/17/75	474,000 <u>471,245</u>	1%	Bond Funds Grant, DHEW

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect and Engineers	Contract or Letter	Estimated Cost	Status
HEALTH SCIENCES CENTER					
Student Housing	--	Murray, Jones, Murray	C 10/20/71	5,647,070	Inactive. James Jackson and Associates have indicated that they do not think the project is feasible at this time.
College of Health	--	Murray, Jones, Murray	C 07/23/70	10,000,000	Inactive. Funds for this project have been transferred to the Biomedical Sciences building project.
Health Sciences Library and Learning Resources Center	1	Sorey, Hill Binnicker	L 07/23/70	5,886,000	Schematic plans have been completed. A grant award of \$2,874,340 has been received. Design development plans for this project are to be completed during January of 1975.
College of Nursing Building	2	Murray, Jones, Murray	---	5,293,896	A notification of grant award of \$3,793,896 has been received. Design development plans for this project are to be completed in January of 1975.
Ambulatory Medical Clinics	--	Frankfurt, Short Emery, McKinley	---	2,400,000	Inactive. Schematic design plans for this project have been completed. Responsibility for this project has been transferred to the University Hospital.
Steam and Chilled Water Water Plant, Phase III and Phase IV	--	Carnahan-Thompson- Delano	C 12/12/74	5,500,000	Final plans and contract documents have been completed for both Phase III and Phase IV. Bids are to be received on January 20, 1975.
Bridge/Corridor, Biomedical Sciences Building	--	Wright & Selby		325,000	Schematic plans are being prepared.
Animal Quarters Air Conditioning, College of Medicine	--	Carnahan, Thompson, Delano		71,600	Schematic plans have been approved. Final plans are being prepared.

5004-03	300/600 LPM Printer	\$ 420.00
0018-20	EBCDIC Print Drum	N/C
2126-20	9600 Baud Interface	140.00
127-00	Plotter Interface	125.00
		<u>\$1,300.00 /month</u>

The second configuration is to provide additional remote service to the Health Sciences Center.

<u>Item</u>		<u>Cost</u>
1200-10	CPU	\$ 205.00
F-0022-00	CRT Console	95.00
4003-05	150 CPM Card Reader	185.00
5004-03	300/600 LPM Printer	420.00
0018-20	EBCDIC Print Drum	N/C
2126-20	9600 Baud Interface	140.00
		<u>\$1,045.00/month</u>

Harris has raised their prices, effective January 1, 1975. However, it is anticipated that immediate action on our part will preserve the old price and result in a savings of approximately 8%. With the acquisition of these two systems, an additional savings of \$333.00 per month will be realized because of a 5% discount agreement with Harris on all installed systems upon reaching five or more systems.

President Sharp recommended that a two-year contract be signed with Harris Communications Systems, Inc. covering these terminals.

Regent Braly said the Facilities Planning Committee concurs in President Sharp's recommendation and he moved approval. Approved.

Steam and Chilled Water Service to McGee Eye Institute

Regent Braly said information was presented to the Facilities Planning Committee at the meeting this morning indicating that representatives of the McGee Eye Institute have requested extension of the central steam and chilled water system from an original planned location north of 11th Street to a new location west of the site of Moon Junior High building. It was reported that Carnahan-Thompson-Delano, Engineers, have examined a number of possible routes and have suggested the selection of an arrangement identified as Plan B which consists primarily of 250 feet of buried pipe from the mechanical room of Presbyterian Hospital west to a pedestrian pipe tunnel which will be constructed by McGee Eye Institute to connect their building to Presbyterian Hospital. The estimated cost of this plan is \$80,000.

President Sharp recommended the selection of Plan B for further development and that Carnahan-Thompson-Delano be authorized to serve as professional consultants for the design of the necessary extension of the steam and chilled water system. It is understood this work will be included as a part of the Phase III and Phase IV Steam and Chilled Water Plant project.

Regent Braly said the Facilities Planning Committee concurred in the President's recommendation and he moved approval. Approved.

Oklahoma Gas and Electric Company Easements

The following information regarding easements requested by the Oklahoma Gas and Electric Company was presented to the Facilities Planning Committee:

Three easements with the Oklahoma Gas and Electric Company have been proposed as follows:

1. OG&E plans to install an underground power supply on the north side of Robinson Street which extends along the south edge of the University's North Campus from Interstate 35 east to the Santa Fe railroad right-of-way. The easement will consist of a strip of land 15 feet in width. This installation will in no way affect air traffic safety or future development of the University's property.
2. & 3. The University has had underway for some time plans for renovating the Cross Center dormitory buildings to apartments in order to provide additional housing for married students. In order to provide the additional electrical power required for these buildings, OG&E plans to install an underground line from Timberdell north and east to Cross Center Dormitory 3 and a temporary overhead line from Dormitory 3 east to a point approximately 280 feet east of Jenkins Avenue to a power source already existing. The easements will be a strip of land 10 feet in width.

In all three of these easements, OG&E has agreed to remove or relocate at its own expense all physical obstructions erected on the easement sites upon written demand by the University, said demand not to be made unreasonably.

The University will agree that no building or other structure will be erected upon the easement areas unless written notice is given to OG&E a minimum of 60 days prior to any construction.

President Sharp recommended approval of the three easements described above.

Regent Braly said the Committee recommends approval of President Sharp's recommendation and he so moved. Approved.

Lease Agreement with Oklahoma Medical Research Foundation

A lease agreement with the Oklahoma Medical Research Foundation has been proposed covering the leasing of 2,280 square feet of the east portion of the first floor of Rogers Building for the Department of Ophthalmology Clinic. The lease is for the period July 1, 1974 through June 30, 1975 at a rental of \$12,540.00 per annum. This rental rate includes utilities (except telephone), janitorial service and supplies, and liability and property insurance.

President Sharp recommended approval of entering into the lease agreement with the Oklahoma Medical Research Foundation as explained above.

Regent Braly said this was reviewed by the Facilities Planning Committee, that the lease payments will be made with Professional Practice Plan funds, and that the Committee concurs in President Sharp's recommendation. On motion by Regent Braly, the recommendation was approved.

Regent Bell reported he attended the State Regents for Higher Education meeting on December 19 in Oklahoma City and the following items pertaining to the University of Oklahoma were considered and approved:

1. State Regents' Resolution 1083 which allocated \$509,464 in State Building Bond Funds to the University Regents for the purchase of equipment for use in University Hospital.

2. The economic feasibility of the \$6,500,000 Utility System Revenue Bonds, Series 1975.

A. The Health Sciences Center

II. Academic

a. Faculty Personnel

LEAVES OF ABSENCE:

James W. Woods, Coordinator of M-D Laboratories, Professor of Physiology, and Associate Professor of Pharmacology, change in sabbatical leave of absence with half pay from January 1, 1975 to January 1, 1976 to February 1, 1975 to February 1, 1976.

Jary S. Mayes, Associate Professor of Biochemistry and Molecular Biology and Assistant Professor of Research Pediatrics, sabbatical leave of absence with half pay, July 1, 1975 to July 1, 1976. Research on lysosomal enzymes with Dr. Ernest Beutler at the City of Hope National Medical Center, Duarte, California.

January 9, 1975

13294

Johnny B. Roy, Assistant in Urology, continuation of leave without pay, January 1, 1975 to July 1, 1975. Training at University of Hawaii.

APPOINTMENTS:

Donald Bruce Halverstadt, M. D., Clinical Professor of Urology, without remuneration, January 1, 1975.

Wan-Fa Cheng, M. D., Clinical Assistant Professor of Anesthesiology, without remuneration, January 1, 1975.

Vaidy Sham Rao, M. D., Clinical Assistant Professor of Anesthesiology, without remuneration, January 1, 1975.

Edna Louise McCulloch, Instructor in Clinical Dietetics, \$11,200 for 12 months (grant), January 1, 1975.

Jannelle Grace Babb, Instructor in Cytotechnology, without remuneration, January 1, 1975.

James D. Lea, Clinical Instructor in Pedodontics, without remuneration, December 1, 1974.

Larry Max Carney, Special Instructor in Respiratory Therapy, without remuneration, January 1, 1975.

Emily C. Mooney, Special Instructor in Respiratory Therapy, without remuneration, January 1, 1975.

Donald L. Cooper, M. D., Visiting Lecturer in Orthopaedic Surgery, without remuneration, December 1, 1974.

Wilfred Stephen Gauthier, M. D., Clinical Assistant in Surgery, without remuneration, December 1, 1974.

NAME	TITLES	FTE INCOME CEILING	GUARANTEED BASE SALARY		PPP EARNINGS POTENTIAL	EFFECTIVE DATE	REMARKS
			TENURED	NON-TENURED			
APPOINTMENTS:							
Ralph W. Richter, M.D.	Professor of Neurology and Associate Dean for Continuing Medical Education, Director of Continuing Medical Education	\$75,000	- 0 -	\$37,500	\$37,500	2/1/75	
Lawrence Douglas Amick, M.D.	Professor of Neurology and Adjunct Professor of Psychiatry and Behavioral Sciences	\$70,000		\$50,000	\$20,000	4-1-75	\$22,000 of guaranteed base paid by VA Hospital
Larry Newell Ayers, M.D.	Assistant Professor of Medicine	\$51,450		\$32,008	\$19,442	1-1-75	\$24,208 of guaranteed base paid by VA Hospital
Ronald Lee Peterson	Special Instructor in Family Practice and Community Medicine and Dentistry	N.A.		\$18,997	-0-	1-1-75	18.8% FTE
Charles Kendrick Doran, M.D.	Clinical Instructor in Medicine - Tulsa	\$ 1,300		\$ 1,300	-0-	7-1-74	5% FTE
Dwane Blake Minor, M.D.	Clinical Instructor in Medicine - Tulsa	\$ 1,300		\$ 1,300	-0-	7-1-74	5% FTE
CHANGES:							
John R. Alexander, M.D.	Clinical Instructor in Medicine - Tulsa	FROM: Without remuneration TO: \$2,400		TO: \$2,400	-0-	7-1-74	5% FTE
Vincent P. Barranco	Title changed from Visiting Clinical Assistant Professor of Dermatology to Clinical Assistant Professor of Dermatology and of Medicine	FROM: Without remuneration TO: \$1,300		TO: \$1,300	-0-	7-1-74	5% FTE
Carol J. Letchworth	Assistant Professor of Child Psychiatry in Pediatrics and Assistant Professor of Psychiatry and Behavioral Sciences	\$39,000	FROM: -0- TO: \$17,220	FROM: \$16,813 TO: -0-	FROM: \$22,187 TO: \$21,780	7-1-74	Dr. Letchworth was granted tenure July 1, 1974. Salary for 74-75 incorrectly reported as non-tenured earlier in year.
Thomas B. McGowan	Title changed from Professor to Adjunct Professor of Family Practice and Community Medicine and Dentistry. Retains title of Professor of Human Ecology and Environmental Health	FROM: \$70,000 TO: N.A.	FROM: \$10,000 TO: N.A.	FROM: \$16,000 TO: N.A.	FROM: \$44,000 TO: N.A.	12-1-74	Salary will be \$26,000 for 12 months; not eligible for Practice Plan.
James J. Snipes	Clinical Instructor in Medicine - Tulsa	FROM: Without remuneration TO: \$1,200		TO: \$1,200	-0-	7-1-74	5% FTE
F. D. Thomas	Associate Professor of Pediatrics	\$69,999	FROM: \$23,869 TO: \$24,150		FROM: \$46,130 TO: \$45,849	7-1-74	
Diane J. Willis	Assistant Professor of Child Psychology in Pediatrics and Assistant Professor of Psychiatry and Behavioral Sciences	\$39,000	FROM: \$17,325 TO: \$17,760		FROM: \$21,675 TO: \$21,240	7-1-74	

CHANGES:

Kenneth K. Faulkner, titles changed from Professor and Vice Chairman to Professor and Acting Chairman of Anatomical Sciences, January 1, 1975 to August 1, 1975.

Edward William Grimes, Instructor in Endodontics, salary changed from \$3,000 for 9 months, .20 time to without remuneration, September 1, 1974. The College of Dentistry has employed E. W. Grimes, Inc. for professional services at \$3,000 for 9 months.

John W. Hubbard, promoted from Instructor to Adjunct Assistant Professor of Respiratory Therapy, January 1, 1975.

Craig Scott Jones, promoted from Clinical Assistant Professor to Clinical Associate Professor of Medicine, January 1, 1975.

Ceylon S. Lewis, Jr., promoted from Clinical Assistant Professor to Clinical Associate Professor of Medicine, January 1, 1975.

Robert Irving Lubin, promoted from Clinical Assistant Professor to Clinical Associate Professor of Medicine, January 1, 1975.

Antonio Navarrete, Associate Professor of Pathology; given additional title of Associate Professor of Cytotechnology, November 1, 1974.

Milton J. Serwer, M. D., Clinical Professor of Gynecology and Obstetrics, part-time, appointment amended to be limited to 12 month period July 1, 1974 to July 1, 1975.

Clyde C. Snow, titles changed from Research Assistant Professor of Urology and Assistant Professor of Environmental Health to Adjunct Assistant Professor of Research Urology and Adjunct Assistant Professor of Human Ecology and Environmental Health, July 1, 1974.

TERMINATIONS:

Lucy Denise Antoniou, Assistant Professor of Medicine, October 1, 1974. Accepted post with Veterans Administration Hospital in Washington, D.C.

Marion R. Davis, Instructor in Psychiatry and Behavioral Sciences, November 7, 1974.

William P. McElwain, Clinical Assistant Professor of Community Health, December 1, 1974. Inactive departmental participation.

Nelson K. Ordway, Professor of Pediatrics and of Family Practice and Community Medicine and Dentistry, December 21, 1974. Accepted new position in Gallup, New Mexico.

R. Gibson Parrish, Professor of Anesthesiology, January 1, 1975. Accepted new position at University of Texas Medical Branch in Galveston, Texas.

George Willard Reid, Consultant Professor of Preventive Medicine and Public Health, December 1, 1974. Inactive departmental participation. (Will continue full-time on Norman Campus).

Richard B. Uhrich, Clinical Instructor in Preventive Medicine and Public Health, December 1, 1974.

RETIREMENTS:

Harry Linnell Deupree, Clinical Professor of Gynecology and Obstetrics, July 1, 1975. Named Professor Emeritus of Gynecology and Obstetrics.

Joe Henry Coley, Assistant Clinical Professor of Gynecology and Obstetrics, July 1, 1975. Named Professor Emeritus of Gynecology and Obstetrics.

Approved on motion by Regent Mitchell.

b. Establishment of Departments

The following additional departments are proposed for establishment for the College of Medicine - Tulsa:

Department of Surgery - Tulsa
Department of Pediatrics - Tulsa

The establishment of these departments has been approved by the Faculty Board and the Acting Dean of the College of Medicine and by the Acting Provost, Health Sciences.

President Sharp recommended approval of the establishment of the Department of Surgery - Tulsa, and the Department of Pediatrics - Tulsa, effective immediately.

Approved on motion by Regent Mitchell.

IV. Finance and Management

a. Non-Academic Personnel

APPOINTMENTS:

James Carol Davis, Programmer, Administrative Information Services, \$10,000 for 12 months, December 2, 1974.

Richard Wayne Melton, Auditor III, Internal Auditing, \$12,000 for 12 months, November 18, 1974.

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Stephanie A. Peters, Auditor III, Internal Auditing, \$12,000 for 12 months, January 1, 1975.

Bong-Hee Sung, Research Assistant I, Department of Medicine, \$10,520 for 12 months, November 11, 1974.

Jim L. Walker, Clinic Manager, Family Practice and Community Medicine and Dentistry, \$18,000 for 12 months, December 1, 1974.

CHANGES:

Nancy A. Fields, promoted from Auditor III to Assistant Budget Director, salary increased from \$13,000 to \$14,700 for 12 months, December 1, 1974.

John Weir Tway, Director of Assessment and Evaluation, Oklahoma Regional Medical Program, salary increased from \$10,800 for 12 months, 3/4 time, to \$14,400 for 12 months, full time, December 1, 1974.

Jack Woodward, promoted from Data Systems Manager, Administrative Information Services, to Manager, Health Sciences Center Computing Services, salary increased from \$15,500 to \$18,000 for 12 months, November 1, 1974.

RETIREMENT:

S. W. Hardaker, Foreman, Paint Shop, Site Support, January 1, 1975.

Approved on motion by Regent Neustadt.

b. Agreement with United States Navy

The University has for many years had an agreement with the United States Navy covering educational services to be provided medical students who have enlisted for service in the United States Navy. The contract provides for the United States Government to reimburse the University for all tuition and fees for medical students who have so enlisted. The contract has been re-negotiated effective July 1, 1974 and to continue until terminated.

President Sharp recommended approval of entering into an agreement with the United States Government for reimbursement of tuition and fees for medical students who have enlisted in the United States Navy for service after graduation from the College of Medicine.

Approved on motion by Regent Mitchell.

c. Proposal, Contract, and Grant Report

Included in the agenda for this meeting was a summary of proposals for contracts and grants for the Health Sciences Center for December, 1974, as well as a report of all contracts executed during the same period of time on proposals previously reported.

President Sharp recommended that the President of the University or his designees be authorized to execute contracts on the pending proposals as negotiations are completed. It is understood the contract budgets may differ from the proposed amounts depending upon these negotiations.

Approved on motion by Regent Brett.

d. \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975

Sealed bids for the sale of the above bonds were received at 10:30 a.m. on this date in the Office of the Executive Secretary of the Board of Regents. The bids were opened and tabulated by Vice President Nordby and his staff with the assistance of Mr. Robert Lewis, Leo Oppenheim & Co., Bond Financial Consultant, and Mr. Scott Brown and Mr. George Fagin, Bond Counsel. Mr. Lewis reported the results of the bidding:

<u>Bidder</u>	<u>Effective Average Interest Rate</u>
The First National Bank and Trust Company of Oklahoma City, Merrill Lynch, Pierce, Fenner & Smith, Inc., Woolsey & Company, Inc., Leo Oppenheim & Company, Inc., Rauscher Pierce Securities Corporation, Thomson & McKinnon Auchincloss Kohlmeyer, Inc.	7.653%
John Nuveen & Company, White, Weld & Company, Kidder, Peabody & Company, Hutchinson, Shockey, Erley & Company, Rowles, Winston & Company, Stern Brothers & Company, Stifel, Nicolaus & Company, Underwood Neuhaus & Company, The Chicago Corporation, R. J. Edwards, Inc., E. F. Hutton & Company, First Securities Company of Kansas, Inc., Zahner & Company, Liberty National Bank & Trust Co., Shearson, Hyden, Stone	7.7232%

The following action was taken regarding the acceptance of the low bid and issuance of the bonds:

The Transcript of Proceedings, including all Resolutions and actions of the Regents is attached hereto as a part of these minutes.

V. Operations and Physical Plant

a. Report on Major Capital Improvements Projects

A report as shown on the attached page was presented to the Regents on major capital improvements projects now under way and in various stages of planning on the Health Sciences Center Campus. No action was required.

B. Administration

V. General Policies

a. University Judicial Tribunal

At the October 18 meeting the membership of the University Judicial Tribunal for 1974-75 was approved with the exception of one student appointment. The UOSA has now recommended that Mr. Beau Cantrell be appointed to the University Judicial Tribunal.

President Sharp recommended that Mr. Beau Cantrell be appointed to the University Judicial Tribunal for 1974-76.

Approved on motion by Regent Mitchell.

b. Fiscal Management Policy

In the Fiscal Management Policy approved by the Regents on May 10, 1973, and amended on several subsequent occasions, the Board delegates to the President and to his designees the authority to make financial decisions up to \$10,000. In order to bring this financial decision limit in line with escalating costs and also to provide additional latitude to the chief administrative officer of the institution in carrying on the daily affairs of the institution, it is suggested that the financial decision limit be adjusted up to \$25,000. It is also suggested that in the case of a demonstrable emergency that the financial decision limit be adjusted from \$20,000 to \$50,000.

It is also desirable that the Fiscal Management Policy be amended to exempt construction and renovation-related items from the policy on the utilization of the State Board of Public Affairs.

This recommendation is made in light of recent legislation requiring rigid time constraints on the period from the bid opening to the bid award date for capital projects. Recent experience has indicated that an unacceptable delay has been experienced as well as inadequate information has been received on items handled through the State Board of Public Affairs.

President Sharp recommended:

1. That all references to the \$10,000 financial decision limit in Section I of the Fiscal Management Policy be changed to \$25,000, that the demonstrable emergency limit be changed from \$20,000 to \$50,000, and that the second paragraph of Section I be deleted due to redundancy.

2. That the following paragraph be added to Section I of the Fiscal Management Policy:

"The administration should not utilize the State Board of Public Affairs for financial decisions relating to construction and renovation-related items due to the legislatively constrained time frames associated with the award of bids."

Regent Mitchell said the proposed changes in the Fiscal Management Policy were reviewed by the Administration and Organization Committee at a meeting this morning. He said it is the recommendation of the Administration and Organization Committee that the policy be amended as follows:

That all references to the \$10,000 financial decision limit in Section I of the Fiscal Management Policy be changed to \$15,000, and that the demonstrable emergency limit be changed from \$20,000 to \$50,000.

On motion by Regent Neustadt the Committee recommendation was approved.

C. Academic (Norman Campus)

I. Faculty Personnel

LEAVES OF ABSENCE:

Lowell Dunham, Regents Professor and Professor of Modern Languages, sabbatical leave of absence with full pay, July 1, 1975 to January 1, 1976. To study the curricula, methods of presentation and organization of Spanish American Literature Departments in the Universities of Cambridge, Oxford, Edinburgh, and London and others in England and Scotland.

Norman L. Byrd, Professor of Architecture, sabbatical leave of absence with full pay, January 16, 1975 to June 1, 1975. To do work on his book in preparation for publication.

David P. French, Professor of English, sabbatical leave of absence with full pay, January 16, 1975 to June 1, 1975. To start work on a history of eighteenth-century English literature.

J. Kirker Stephens, Associate Professor of Economics, sabbatical leave of absence with full pay, September 1, 1975 to January 16, 1976. To conduct study and research in macroeconomic theory and mathematical economics at an institution with a distinguished faculty in these areas.

Betty D. Evans, Associate Professor of English, sabbatical leave of absence with full pay, January 16, 1975 to June 1, 1975. To bring to a conclusion a study of American idioms and complete a reference book on this subject.

Jerry L. Purswell, Associate Professor of Industrial Engineering, sabbatical leave of absence with full pay, January 16, 1975 to June 1, 1975. To complete a textbook and preparation of manuscripts for several articles for publication and to travel to five or more universities with programs in ergonomics and/or traditional industrial engineering.

Charles E. Butler, Associate Professor of Education and of Human Relations, leave of absence without pay extended, January 7, 1975 to May 16, 1975. To continue service with U. S. Dependent Schools, European area.

Max L. Moorhead, David Ross Boyd Professor of History, sick leave of absence with full pay, January 16, 1975 to June 1, 1975.

APPOINTMENTS:

Laura Nell Gasaway, J.D., Director of Law Library and Associate Professor of Law, \$24,000 for 12 months, August 1, 1975. 1975-76 E&G Budget.

Ben M. Huey, Assistant Professor of Electrical Engineering (title will be Acting Assistant Professor of Electrical Engineering if requirements of doctorate not completed by February 1, 1975), \$15,000 for 9 months, January 16, 1975. E&G Budget, position 13, page 197.

CHANGES:

Betty Lou Pollak, Associate Professor of Physics and Astronomy; given additional title of Interim Assistant Provost, salary increased from \$16,000 for 9 months to \$22,000 for 12 months during time serving as Interim Assistant Provost, January 1, 1975.

Robert A. Shapiro, changed from Associate Vice President for Administration and Finance and Professor of Industrial Engineering to Professor of Industrial Engineering, salary changed from \$30,000 for 12 months to \$24,500 for 9 months, January 16, 1975.

Hillel J. Kumin, Associate Professor of Industrial Engineering; appointed Acting Director of Industrial Engineering, January 16, 1975 to June 1, 1975.

Jerome Orville Steffen, title changed from Visiting Assistant Professor to Assistant Professor of History, September 1, 1975.

RESIGNATIONS:

John Larry Lombard, Assistant Professor of Accounting, College of Business Administration, June 1, 1975.

NON-REAPPOINTMENTS:

Wyatt Burton Mankin, Assistant Professor of Economics, College of Business Administration, June 1, 1975.

Kenneth J. Kirkland, Assistant Professor of History, June 1, 1975.

RETIREMENTS:

Ralph David Bienfang, David Ross Boyd Professor of Pharmacy, June 1, 1975. Named David Ross Boyd Professor Emeritus of Pharmacy.

Ting K. Pan, Professor of Mathematics, June 1, 1975. Named Professor Emeritus of Mathematics.

Approved on motion by Regent Mitchell.

President Sharp reported the death of Jasper O. Hassler, Professor Emeritus of Mathematics, on December 22, 1974.

D. Finance and Management

I. Non-Academic Personnel

a. Educational and General and Agency Special Budgets

APPOINTMENTS:

Mickey Edward Argo, Programmer/Analyst, University Computing Service, \$12,500 for 12 months, January 6, 1975. Professional Staff. Funds available from 147-110.

Laurence Ackley Barrett, Systems 3 Programmer/Operator, University Press, \$10,400 for 12 months, December 4, 1974. Professional Staff. Funds available from 179-104.

James W. Owens, Systems Analyst, Administrative Systems, \$15,000 for 12 months, January 1, 1975. Professional Staff. E&G Budget, Unappropriated Surplus, 127-901. Resigned as Systems Analyst, Personnel Services, Health Sciences Center, January 1, 1975.

CHANGES:

Ronnie D. Burton, Treasurer, University Foundation; given additional title of Associate Director of the University of Oklahoma Foundation and Trust Office, July 1, 1974; given additional title of Director of Deferred Giving, salary increased from \$14,500 to \$17,500 for 12 months, January 1, 1975. Professional Staff. University Foundation Funds available for increase.

David W. Dollarhide, title changed from Development Coordinator to Assistant Director of Development, Office of the Vice President for University Development, January 1, 1975. Professional Staff.

Charles W. Goff, title changed from Accountant III to Director, Grants and Contracts Administration, salary increased from \$15,200 to \$16,100 for 12 months, January 1, 1975. Administrative Officer. E&G Budget, page 253, position 1.

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Philip E. Graham, title changed from Analyst/Programmer, University Computing Service, to Systems Analyst, Administrative Systems, salary increased from \$12,500 to \$13,200 for 12 months, January 1, 1975. Professional Staff. E&G Budget, Unappropriated Surplus, 127-901.

Peggy Jane Mullikin, Assistant Clinic Supervisor, Charles B. Goddard Health Center, salary increased from \$9,500 to \$10,300 for 12 months, January 1, 1975. Goddard Health Center Funds available for increase.

Bradley L. Quinn, promoted from Accountant II to Accountant III, Grants and Contracts Administration, salary increased from \$9,200 to \$11,500 for 12 months, January 1, 1975. Professional Staff. E&G Budget, page 253, position 5.

Clyde E. Spruell, title changed from Director, Grants and Contracts Administration, to Project Director, Feasibility Study, Continuing Professional Education in the Health Sciences, Special Programs, Continuing Education and Public Service, salary increased from \$16,100 to \$19,200 for 12 months, January 1, 1975 to July 1, 1975. Changed from Administrative Officer to Administrative Staff.

Frank W. Teich, title changed from General Manager of University Housing to Assistant Vice President for Administration and Finance, salary increased from \$24,700 to \$26,500 for 12 months, January 16, 1975. Administrative Officer.

RESIGNATION:

Clair D. McClellan, Analyst/Programmer, University Computing Services, December 13, 1974.

Approved on motion by Regent Mitchell.

b. Grants and Contracts

(All of the following are subject to the availability of funds)

CHANGES:

Hans F. Blocklinger, Senior Course Moderator, FAA Management Training School, salary rate increased from \$14,000 to \$14,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Richard C. Gardner, Program Development Specialist, FAA Management Training School, salary rate increased from \$17,500 to \$18,000 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Ralph R. Holman, Supervisor of Instruction, FAA Management Training School, salary rate increased from \$17,000 to \$17,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Jorge Landler, title changed from Course Moderator to Senior Course Moderator, FAA Management Training School, salary rate increased from \$13,500 to \$14,000 for 12 months, January 1, 1975 to July 1, 1975. Professional Staff. Paid from 157-210.

Billie W. Russell, Program Development Specialist, FAA Management Training School, salary rate increased from \$17,000 to \$17,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Edward E. Smith, Supervisor of Instruction, FAA Management Training School, salary rate increased from \$17,500 to \$18,000 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Sarah Jane Smith, Course Moderator, FAA Management Training School, salary rate increased from \$13,000 to \$13,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Opal Thurman, Senior Course Moderator, FAA Management Training School, salary rate increased from \$14,000 to \$14,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Madeline Voda, Administrative Assistant, FAA Management Training School, salary rate increased from \$10,500 to \$11,000 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

Allen H. Walker, Jr., Senior Course Moderator, FAA Management Training School, salary rate increased from \$15,000 to \$15,500 for 12 months, January 1, 1975 to July 1, 1975. Paid from 157-210.

* * * * *

157-210 - FAA Management Training School 74.

Approved on motion by Regent Mitchell.

VI. Purchases

a. Bread and Bread Products

Bids have been received for an exclusive contract to furnish bread and bread products to the several food serving units of the Norman Campus of the University. Bidders were requested to bid for the periods February 1 through June 30, 1975 and February 1 through December 31, 1975.

Payment will be made from the several accounts that use the contract.

Three companies offered bids; all bid only on the period February 1 through June 30, 1975; all quantities are estimated.

Bids received are:

Rainbo Baking Co.
Oklahoma City

\$16,018.75

ITT Continental Baking Co. Oklahoma City	\$17,422.00
Bond Baking Co. Oklahoma City	\$19,225.75

President Sharp recommended the bid he awarded to Rainbo Baking Company for the five months period February 1, through June 30, 1975.

Approved on motion by Regent Neustadt.

b. Newsprint

The University presently has an agreement with Bowater Sales Company for the purchase of newsprint. Journalism Press has requested permission to renew this contract for the period February 1, 1975 through January 31, 1976 on the following basis:

375,000 lbs. Tennessee Printing Bowater Offset Newsprint either 18" single rolls or 36" rolls as ordered, 30 base weight to be 40" diameter offset newsprint rolls, wound so wire side is on the outside.

The estimated cost is \$.135 per lb. or \$50,625 for the year.

This paper cannot be bid as our agreement would be direct with the mill and the paper is sold strictly on an allotment basis. In addition, we must have a contract which includes an agreement that we will accept all price increases allowed by the Cost of Living Council during the period covered by the contract.

Funds are available in Journalism Press Account 177-302 to cover the purchase of this newsprint.

President Sharp recommended approval of renewing the contract with Bowater Sales Company for newsprint for the period February 1, 1975 through January 31, 1976 as explained above.

Approved on motion by Regent Neustadt.

c. Desks and Tables

Bids have been received through Central Purchasing for desks and tables to be used as institutional furniture. Funds are available in the Institutional Furniture Account, 127 722, to cover the cost.

Bids received are:

Scott-Rice of Oklahoma City, Inc.
 Oklahoma City
 Net

10 ea. Desks, bidding as specified	\$153.60 ea.	\$1,536.00
25 ea. Desks, bidding Indiana Desk #313 1/2SP	128.99 ea.	3,224.75
50 ea. Desks, bidding Indiana Desk #335-T-SP	77.99 ea.	3,899.50
20 ea. Desks, bidding Indiana Desk #393-RHSP	147.55 ea.	2,951.00
20 ea. Desks, bidding Indiana Desk #393-LHSP	147.55 ea.	2,951.00
25 ea. Tables.		n/b
50 ea. Tables.		n/b

A. F. Williams Furniture Co.
 Oklahoma City
 Net

10 ea. Desks, bidding as specified	\$156.07 ea.	\$1,560.70
25 ea. Desks, bidding Indiana Desk #313 1/2SP	131.03 ea.	3,275.75
50 ea. Desks, bidding Indiana Desk #335-T-SP	79.21 ea.	3,960.50
20 ea. Desks, bidding Indiana Desk #393-RHSP	149.81 ea.	2,966.20
20 ea. Desks, bidding Indiana Desk #393-LHSP	149.81 ea.	2,966.20
25 ea. Tables, bidding Heywood-Wakefield #HC7749	42.81 ea.	1,070.25
50 ea. Tables, bidding Heywood-Wakefield #HC7749	33.41 ea.	1,670.50

Oklahoma Office Products, Inc.
 Oklahoma City
 1%-20 days

10 ea. Desks, bidding Hoosier Desk #9572	\$182.13 ea.	\$1,821.30
Less 1%		<u>18.21</u>
		\$1,803.09
25 ea. Desks, bidding Hoosier #9560	\$145.75 ea.	\$3,643.75
Less 1%		<u>36.44</u>
		\$3,607.31
50 ea. Desks, bidding Hoosier #9542-26	\$ 90.56 ea.	\$4,528.00
Less 1%		<u>45.28</u>
		\$4,482.72
20 ea. Desks, bidding Hoosier #9860R	\$182.61 ea.	\$3,652.20
Less 1%		<u>36.52</u>
		\$3,615.68
20 ea. Desks, bidding Hoosier #9860L	\$182.61 ea.	\$3,652.20
Less 1%		<u>36.52</u>
		\$3,615.68
25 ea. Tables		n/b
50 ea. Tables		n/b

Oklahoma Seating Co.
Oklahoma City
Net

10 ea. Desks, bidding Myrtle Desk #5361-72F	\$197.51 ea.	\$1,975.10
25 ea. Desks, bidding Myrtle Desk #5361-36F	180.32 ea.	4,508.00
50 ea. Desks, bidding Myrtle Desk #5342 MF	118.68 ea.	5,934.00
20 ea. Desks, bidding Myrtle Desk #5360C(RH)	174.37 ea.	3,487.40
20 ea. Desks, bidding Myrtle Desk #5360C(LH)	174.37 ea.	3,487.40
25 ea. Tables, bidding Plastic Laminites #3130722-30x72	51.88 ea.	1,297.00
50 ea. Tables, bidding Plastic Laminites #3130482-30x48	37.85 ea.	1,892.50

Oklahoma Office Products, Inc.
Oklahoma City
Net

10 ea. Desks, bidding Joffco #CF2676	\$229.63 ea.	\$2,296.30
25 ea. Desks, bidding Joffco #F2660	183.06 ea.	4,576.50
50 ea. Desks, bidding Joffco #F2643L/R	129.70 ea.	6,485.00
20 ea. Desks, bidding Joffco #ST2660R	199.93 ea.	3,998.60
20 ea. Desks, bidding Joffco #ST2660L	199.93 ea.	3,998.60
25 ea. Tables		n/b
50 ea. Tables		n/b

Above bid by Oklahoma Office Products, Inc. void after December 27, 1974.

No bids were received from six vendors.

President Sharp recommended the bid be awarded as follows:

Scott-Rice of Oklahoma City, Inc.	Items #1	\$1,536.00	
	#2	3,224.75	
	#3	3,899.50	
	#4	2,951.00	
	#5	2,951.00	
	Total:		\$14,562.25
A. F. Williams Furniture Co.	Items #6	\$1,070.25	
	#7	1,670.50	
	Total:		\$ 2,740.75

Approved on motion by Regent Neustadt.

d. Station Wagons

Bids have been received through Central Purchasing for 3 station wagons. These were bid because there is no existing state contract. These units are for use by the University Motor Pool. Payment will be made from account 147-302.

Acceptable bids received are:

Boyd Chevrolet, Inc.
Oklahoma City

Chevrolet Model 1BK45	\$4,640.00 ea.	\$13,920.00
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Progressive Chevrolet-Olds, Inc.
Henryetta, Oklahoma

Chevrolet Model 1BK45	\$4,694.27 ea.	\$14,082.81
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Bradley Chevrolet, Inc.
Broken Arrow, Oklahoma

Chevrolet Model 1BK45	\$4,696.56 ea.	\$14,089.68
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Carter Chevrolet Agency, Inc.
Okarche, Oklahoma

Chevrolet Model 1BK45	\$4,698.00 ea.	\$14,094.00
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Stevens Tanner Ford, Inc.
Edmond, Oklahoma

Ford Custom 500	\$4,717.90 ea.	\$14,153.70
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Howe Chevrolet, Inc.
El Reno, Oklahoma

Chevrolet Model 1BK45	\$4,722.61 ea.	\$14,167.83
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Hudiburg Chevrolet, Inc.
Midwest City, Oklahoma

Chevrolet Model 1BK45	\$4,732.61 ea.	\$14,197.83
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Craig Ayers Ford-Chevrolet
Edmond, Oklahoma

Chevrolet Bel Air, 9 passenger wagon	\$4,738.11 ea.	\$14,214.33
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Grand Chevrolet Co., Inc.
Wagoner, Oklahoma

Chevrolet Model 1BK45	\$4,766.33 ea.	\$14,298.99
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Ted Benefiel Ford of Purcell, Inc.
Purcell, Oklahoma

Ford Custom 500	\$4,910.00	\$14,730.00
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Jack Clark Dodge
Oklahoma City

Dodge Coronet	\$5,366.87 ea.	\$16,100.61
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Three other bids received were rejected. Two were not notarized as required on the invitation to bid and one contained an escalator clause.

President Sharp recommended the award be made to Boyd Chevrolet, Inc., the low bidder.

Approved on motion by Regent Neustadt.

e. Warren's Book Paper

Bids have been received for 2,162 reams of various types of Warren's Book Paper. This paper is of very good quality and was approved by the Board of Regents a number of years ago as the paper to be used by the University Press for publishing books. Warren's Book Paper is available from only two companies, one in Tulsa the other in Oklahoma City. It has a fixed price.

Funds are available in University Press account 147-309 to cover this cost.

Bids received are:

Western Paper Co.		\$39,819.44	
Oklahoma City	Less 2%	796.39	\$39,023.05
Less 2%-30			
Tulsa Paper Co.		\$39,819.44	
Tulsa	Less 2%	796.39	\$39,023.05
Less 2%-30			

Subject to price prevailing at time of shipment.

President Sharp recommended the award be made to Western Paper Co. because of the pricing provision included in the bid by Tulsa Paper Co.

Approved on motion by Regent Neustadt.

VII. Project Financing

a. Proposal, Contract, and Grant Report

Included in the agenda for this meeting was a summary of proposals for contracts and grants for the Norman Campus for December, 1974, as well as a list of all contracts executed during the same period of time on proposals previously reported.

President Sharp recommended that the President of the University or his designees be authorized to execute contracts on the pending proposals as negotiations are completed. The contract budgets may differ from the proposed amounts depending upon these negotiations.

IX. Fringe Benefits

a. Group Health Insurance

The University's present contract covering group health insurance for faculty and staff expires on February 28, 1975. Since the present carrier has indicated an increase in premium at the beginning of the next contract year, the University, after much study, determined it would be desirable to rebid the group insurance program at this time.

In order to give bidders sufficient time to prepare bids on our health insurance program, a deadline of January 17, 1975 has been set for receipt of the bids. This date, of course, falls between the Regents' meeting dates of January 9 and February 13. Since our present contract terminates on February 28, 1975, it would be desirable to have the entire month of February in which to enroll the faculty and staff in the new group insurance program. It has been suggested, therefore, that the Board authorize the Regents' Committee on Administration and Organization to review the bids received and to award a contract.

In another matter pertaining to the health insurance, the University Fringe Benefits Committee has carefully re-evaluated the University policy requiring enrollment of dependents in the health insurance program in order for faculty and staff to be eligible for University-paid health insurance protection. Part of their re-evaluation was based on a polling of the faculty and staff. The Fringe Benefits Committee circulated a questionnaire which included a description of the pros and cons of the question and invited the faculty and staff to express their opinions and preferences.

In view of the strong negative reaction to the present policy as reported in the responses to this questionnaire, and after further study, the Fringe Benefits Committee recommended that the policy be discontinued. It is expected that optional dependent coverage will increase the dependent premium somewhat, but the University has been advised by our present health insurance carrier that the difference should not be very significant. Advantages to changing the policy include covering more low-income employees who are not now taking advantage of our program because of the relatively high cost of dependent coverage and the removal of a negative element in our fringe benefits program which should be viewed positively by all faculty and staff concerned.

President Sharp recommended as follows with regard to the group health insurance program:

1. That the Regents authorize the Committee on Administration and Organization to review the bids received on the group health insurance program and accept the best bid with the understanding that the bids will be referred to the full Board should there not be a clear best bid.
2. That the policy requiring enrollment of dependents in the University's group health insurance program in order for faculty and staff to be eligible for University-paid health insurance protection be rescinded effective immediately.

Approved on motion by Regent Brett.

F. University Community

X. Athletics

a. Athletics Council Membership

A recommendation was included in the agenda for this meeting pertaining to a change in the membership of the Athletics Council. President Sharp asked, and the Regents agreed, that this item be withdrawn pending further study.

b. Football Coaching Staff

February is the usual month for the renewal of contracts with the football coaching staff with the recommended salaries to be effective February 1, 1975.

President Sharp recommended the following regarding Coach Barry Switzer's salary and letter of intent:

1. Annual salary - \$28,500 (an increase from \$26,000)
2. Annual expense allowance of \$3,000
3. A commitment to retain Coach Switzer as head football coach for not fewer than 3 years beyond the contract year beginning February 1, 1975.
4. An annual review with regard to salary and the other terms of his letter of intent.

President Sharp recommended as follows regarding salaries for the members of the coaching staff:

	<u>1974 Salary</u>	<u>Recommended 1975 Salary</u>
Larry W. Lacewell	\$19,500	\$21,500
Galen S. Hall	19,000	21,000
Robert W. Harper	18,000	20,000
Robert E. Proctor	18,000	20,000
James C. Helms	16,000	18,000
Don H. Duncan	16,000	18,000
Wendell F. Mosley	16,000	18,000
Gene A. Hochevar	16,500	18,500
Donald D. Jimerson	16,000	18,000
Rex D. Norris	16,000	18,000
Gerald E. Pettibone	16,000	18,000
Stephen J. Barrett	11,000	13,000
Otis W. Shimek*	\$3.11 per hr.	9,200

Regent Mitchell moved approval of the recommendations but with an increase in Coach Switzer's salary to \$30,000. Approved.

G. Operations and Physical Plant

I. New Construction

a. The Lloyd Noble Center Synthetic Floor

Plans and specifications for the installation of a polyurethane playing surface on the main floor of The Lloyd Noble Center were prepared by the project architects and approved by University staff. The playing surface called for is to be a full three eighths of an inch thick. Striping of the basketball court is included in the project. A deduct alternate which would involve a reduction in the thickness of the floor surface around the perimeter of the basketball court to one quarter inch was included in the specifications.

* Title to be changed from Assistant Counselor to Assistant Football Coach

Two bids for the work included in this project were received by the State Board of Affairs on December 5, 1974. A tabulation of the bids and alternates is summarized below:

<u>Firm</u>	<u>Bid</u>	<u>Alternate</u>
Robbins Floors, Inc.	\$38,950	(- \$6,970)
Womble Company, Inc.	\$45,521	(- \$3,700)

President Sharp recommended that the low bid of Robbins Floors, Inc. be accepted and that a contract in the amount of \$38,950 be authorized.

Regent Braly said this was reviewed by the Facilities Planning Committee and the Committee concurs in the recommendation of the President. Approved on motion by Regent Braly.

b. The Lloyd Noble Center Sound System

The architects for The Lloyd Noble Center have prepared plans and specifications for a basic public address system. This basic sound system was reviewed and approved by University staff.

On December 5, 1974 two bids for installation of a sound system were received through the State Board of Affairs. Atomic Sound submitted a bid of \$39,418.00. Fentress Sound Company submitted a proposal to supply a system at a cost of \$34,101.50.

Regent Braly said these bids were reviewed by the Facilities Planning Committee. The administration reported the project engineer has reviewed the bids along with the University staff and it is the opinion that neither bid completely meets the specifications or the basic sound system requirements outlined. It was the opinion of the administration that it would be advantageous to rebid this system in anticipation of receiving more active participation in the bidding.

Regent Braly said the Facilities Planning Committee concurred in President Sharp's recommendation that the bids be rejected and that the University staff immediately rebid the sound systems for future Regents' action. Approved.

c. Report on Major Capital Improvements Program

As shown on the following three pages a report was presented to the Regents on major capital improvements projects now under construction and in various stages of planning on the Norman Campus. No action was required.

II. Renovation, Remodeling, Repairs

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS UNDER CONSTRUCTION

Project	Engineers and Architect	Contractor	Contract Award Date	Original Adjusted Completion Date	Original Current Contract Amount	Status (% complete)	Sources of Funds
NORMAN CAMPUS							
University Tennis Courts	A&E Services	Stine Construction & Environmental Dev. Corp.	10/26/74	03/26/75	\$ 77,850	40%	Revenue Bond Fund (Encumbered in Stadium) Project
Richards Subbasement Renovation	A&E Services	Gordon's Specialty	10/26/74	02/26/75	44,777	11%	Sec. 13 fund
Ten "T" Hangars	A&E Services	Don E. Hansen	09/5/74	04/13/75	140,000	-0-	Noble Flying Fund Other Aux. Res.
Giltfinger/Kaufman	Turnbull & Mills Inc., Carnahan, Thompson, Delano	Jim Cooley Const.	09/12/74	01/01/76	715,682	3%	HERO Bond Funds

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS UNDER CONSTRUCTION

Project	Engineers and Architect	Contractor	Contract Award Date	Original Adjusted Completion Date	Original Current Contract Amount	Status (% complete)	Sources of Funds
NORMAN CAMPUS							
Research & Manuf. Hangar	A&E Services	Satellite Constr.	07/21/70	01/15/70	185,000 <u>187,000</u>	99%	OU DA
Lloyd Noble Center	Binnicker-Graves	Rayco Constr. Co.	01/11/73	01/10/75 05/15/75	4,929,000 <u>5,094,000</u>	82%	Student Facilities System Bond of 1971
Outdoor Swimming Pool	Fritzler, Knoblock Furry	Constructors, Inc.	10/04/73	03/28/74 01/01/75	299,265 <u>301,399</u>	97%	Bureau of Outdoor Recreation, Murray Case Sells Bldg. Funds, E.A. Walker Estate Resources & Other Aux. Res.
Buchanan Hall Renovation	A&E Services	Physical Plant	06/15/73	02/01/74 01/01/75	227,000 <u>292,000</u>	99%	Section 13 & New College Funds
Law Center Phase I Bid Package #1	Stone & Assoc., Whiteside, Shultz & Associate	H.A. Lott, Inc. Construction Mgr.	07/26/74	11/06/74	72,331 <u>73,131</u>	100%	State Bond Fund, Private Funds, Private Services
Law Center Phase I Bid Package #2	Stone & Assoc. Whiteside, Shultz & Associates	H.A. Lott, Inc. Construction Mgr.	10/26/74	12/26/75	3,270,080 <u>3,342,411</u>	4%	State Bond Fund, Private Funds, Private Services
Stadium Expansion	Lockwood, Andrews Newnam, Inc.	Harmon Constr. Co., Inc.	10/26/74	09/08/75	5,862,900 <u>5,505,096</u>	9%	Revenue Bond Fund & Private Funds
General Purpose Hangar	A&E Services	McCracken Constr. Co.	10/26/74	03/26/75	139,081	6%	Aux. Reserves

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architects & Engineers	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
College of Environmental Design Movable Equipment	17	--	--	\$41,406.00	Inactive
Nielson Hall Renovation	18	--	--	496,000.00	Funds have been approved for this project.
Nielson Hall Fixed Equipment	19	--	--	7,157.00	Funds have been approved for this project.
Nielson Hall Movable Equipment	20	--	--	210,000.00	Inactive
DeBarr Hall Renovation	21	--	--	649,000.00	Partial funding of this project has been approved.
DeBarr Hall Fixed Equipment	22	--	--	498,089.00	Inactive
DeBarr Hall Movable Equipment	23	--	--	177,737.00	"
Gould Hall Renovation	24	--	--	719,800.00	"
Burton Hall Renovation	25	--	--	368,000.00	"
Engineering Lab. Renovation	26	--	--	116,300.00	"
Engineering Lab. Fixed Equipment	27	--	--	3,132.00	"
Engineering Lab. Movable Equipmt.	28	--	--	5,370.00	"
Pharmacy Building Renovation	29	--	--	225,000.00	"
Pharmacy Building Fixed Equipmt.	30	--	--	17,260.00	"
Jacobson Hall Renovation	31	--	--	153,500.00	"
Carpenter Hall Renovation	32	--	--	261,500.00	"
Holmberg Hall Renovation	33	--	--	255,500.00	"
Carnegie Hall Renovation	34	--	--	136,000.00	"
Womens Building Renovation	35	--	--	140,400.00	"

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect & Engineers or	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Richards Hall Renovation	1	McCune & McCune	Regents Approval 1/10/74	\$562,000.00	A preliminary meeting has been set up to outline the project scope
Richards Hall Fixed Equipment	2	McCune & McCune	"	110,120.00	" "
Richards Hall Movable Equipment	3	--	--	167,015.00	Inactive
Old Science Hall Renovation	4	Shaw Associates/ Don Bass & Assoc.	"	278,000.00	Don Bass & Associates have been selected as engineers and a preliminary design is being prepared.
Old Science Hall Fixed Equipment	5	" "	"	68,202.00	" "
Gittinger Hall Movable Equipment	8	--	--	1,803.00	Inactive
Kaufman Hall Movable Equipment	11	" "	"	3,861.00	Inactive
Felgar Hall Renovation	12	--	--	805,000.00	Funds have been approved for this project.
Felgar Hall Fixed Equipment (Includes TBT Equipment)	13	--	--	18,152.00	Funds have been approved for this project.
Felgar Hall Movable Equipment	14	--	--	5,151.00	Inactive
Oklahoma Memorial Stadium College of Environmental Design	15	--	--	544,500.00	Funds have been approved for this project.
College of Environmental Design Fixed Equipment	16	--	--	55,011.00	Funds have been approved for this project.

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Law Center - Phase II	52	Edward Durell Stone & Assoc. Whiteside, Shultz, and Associates	C01/20/72	\$1,812,000	Design program and contract negotiations for this phase of the work are included with the Law Center, Phase I consideration.
Physical Education Recreation Center	--	Reid & Heep	L10/16/66	4,965,000	Implementation of this project is contingent on development of funding from private sources and/or inclusion in our next phase of capital improvements and state building bond issue program.
Student Activities Center	--	Noftsgger & Lawrence	L07/22/68	Undetermined	Decision regarding implementation of this project rests with final decisions on the future of the Physical Education/Recreation Center. The Use Planning Committee was reconstituted, but programming is not proceeding at this time.
University Museum	--	Shaw & Shaw	C04/03/71	2,400,000	Design development drawings completed. Total funding arrangements have not been finalized.
Cross Center Dining Hall Air Conditioning	--	Don Bass & Assoc. Engineers	--	93,250	Project dormant.
Life Sciences Center	--	McCune, McCune	L02/08/66	2,171,000	Project is dormant in anticipation of funding decisions by the State Regents. A Use Planning Committee has been established, and the work which has been executed on this project will be reviewed prior to further development.
Library/Learning Resources	--	Shaw & Shaw	L02/08/66	3,080,000	Implementation of this project is contingent on allocation of funds from the current State Bldg. Bond Issue, 1968. Previously developed design studies will be reviewed and (probably) re-done when the project is activated.
Westheimer Field Lighting Project		Cornahan, Thompson, Delano		127,850	Awaiting federal grant application results prior to proceeding with project development phase.
Cross Center Apts. (Phase I)		A&E Services		180,000	Inactive. Project is being re-evaluated by the Department of Housing for project scope.

OFFICE OF ARCHITECTURAL AND ENGINEERING SERVICES
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JANUARY, 1975

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architects & Engineers	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Adams Hall Modifications	36	--	--	\$ 30,200.00	Inactive
Adams Hall Fixed Equipment	37	--	--	30,348.00	"
Nuclear Engineering Lab. Modifications	38	--	--	32,000.00	"
Main Campus Water Well	39	--	--	25,000.00	"
Separation of O.U. water system from Norman System	40	--	--	50,000.00	"
South Oval Improvements	41	--	--	250,000.00	"
South Perimeter Improvements	42	--	--	135,000.00	"
North Perimeter Improvements	43	--	--	210,000.00	"
Student Union-Monnet Hall Area Improvements	44	--	--	36,000.00	"
Old Science Hall Area Improvement	45	--	--	32,000.00	"
Hester-Robertson-Kaufman Area Improvements	46	--	--	45,000.00	"
Oklahoma Memorial Stadium Tennis Courts	47	--	--	82,050.00	"
Armory Conversion	48	--	--	1,086,000.00	"
Armory Conversion Fixed Equipt.	49	--	--	194,000.00	"
Monnet Hall Conversion	50	--	--	101,500.00	"

a. Capital Improvements Program

The University has recently been apprised that the Norman Campus share of the next and final allocation of 1968 State building bond funds will be \$2,402,000. This allocation will be sufficient to accomplish the following projects:

<u>Priority Number</u>	<u>Project Name</u>	<u>Est. Cost</u>
12	Felgar Hall Renovation	\$805,000.00
13	Felgar Hall Fixed Equipment	18,152.00
15	Oklahoma Memorial Stadium/College of Environmental Design Renovation	544,500.00
16	Oklahoma Memorial Stadium/College of Environmental Design Fixed Equipment	55,011.00
18	Nielsen Hall Renovation	496,000.00
19	Nielsen Hall Fixed Equipment	7,157.00

After funding the above projects \$476,180 will remain.

The following Capital Improvements Program project descriptions represent a revision for the DeBarr Hall project:

Priority No. 21

1. Description of Project

DeBarr Hall and DeBarr Hall, Annex renovation

Occupied by the Chemistry Department, DeBarr Hall is of 1916 construction and the annex is of 1952 construction. Both areas combine for a total G.S.F. of 71,900. The building stands as an unfortunate example of poor utilization caused by inadequate and unusable space. Entire floors containing antiquated labs are now used as dead storage. Although the DeBarr Annex space is in better condition than DeBarr Hall, much is needed to bring it to minimal levels for safety and teaching effectiveness.

Proposed Renovation

1. Heating, ventilation, air conditioning
2. Plumbing
3. Electrical and lighting
4. Ceilings
5. Floor covering
6. Windows
7. Repair stone, seal, repair roof

2. Estimated Total Project Cost

1. Heating, ventilation, air conditioning.....	\$255,000.00
2. Plumbing.....	25,000.00
3. Electrical and lighting.....	66,295.00
4. Ceilings.....	50,000.00
5. Floor covering.....	15,000.00
6. Windows.....	29,000.00
7. Repair stone, seal, repair roof.....	<u>25,000.00</u>
Total Estimated Cost.....	\$465,295.00

Fixed equipment required to complete this renovation project is included in this plan under Project Priority 22.

3. Proposed Schedule of Renovation

Renovation to begin:	September, 1975
Anticipated completion:	February, 1977
Renovation Time:	18 months

Priority No. 22

1. Description of Project

DeBarr Hall Equipment

Fire and safety equipment in DeBarr Hall is inadequate and needs to be replaced and supplemented to bring the equipment up to minimum standard.

2. Estimated Total Fixed Equipment Costs

Fire and Safety equipment.....	\$ 10,885.00
Total Estimated Fixed Equipment Cost.....	\$ 10,885.00

3. Proposed Schedule of Purchase

Date equipment should be ordered: 1975

4. Equipment Itemization

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Fixed Equipment - DeBarr Hall & DeBarr Hall Annex			
* 1. Replace existing water extinguishers with #10 ABC Dry Chemical Fire Extinguishers	18	\$ 22.00	\$ 396.00
* 2. Provide approved exit lighting system	N/A	N/A	1,000.00

* Estimates obtained from the Campus Security Office

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
* 3. Install Evacuation (Local Fire) Alarm System with remote annunciation at Police Headquarters	N/A	N/A	\$7,500.00
* 4. Replace existing firehose	17	\$117.00	<u>1,989.00</u>
Total Equipment Cost.....			\$10,885.00

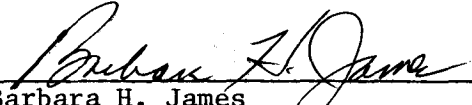
Revisions to this project are necessary because the University of Oklahoma's next allocation of 1968 State Building Bond funds will not be sufficient to fund the DeBarr Hall project as originally requested.

It is anticipated that the funds available for this project in the amount of \$476,180.00 will only be sufficient to effect the limited renovation of DeBarr Hall as an office, classroom building. Presently DeBarr Hall is used for Chemistry labs. Upgrading of the DeBarr Hall annex laboratories, not including the replacement of laboratory casework, is still included as a portion of the renovation program.

President Sharp recommended that the revisions in the Capital Improvements Program project descriptions for the DeBarr Hall project be approved.

Regent Braly said the Facilities Planning Committee concurs in this recommendation and he moved approval. Approved.

There being no further business the meeting adjourned at 3:00 p.m.



 Barbara H. James
 Executive Secretary of the Board of Regents

Others present at all or part of the meeting:

Mr. David Walters
 Mr. Arthur Tuttle, University Architect
 Ms. Judy Norlin, Administration Intern, Office of the President
 Mr. Stephen Buttress, Director of Swearingen Research Park
 Ms. Cathy Kidd, Student President
 Mr. John Johnson, Executive Assistant to the Student President
 Mr. Mike Treps, Director of Media Information
 Dr. Stephen Van Hauen, Associate Vice President for Administration and Finance
 Mr. Frank Teich, General Manager of University Housing
 Dr. Robert Shapiro, Associate Vice President for Administration and Finance

* Estimates obtained from the Campus Security Office

January 9, 1975

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Mr. Robert B. Lewis, Leo Oppenheim & Co., Bond Financial Consultant
Mr. Scott Brown, Bond Counsel
Mr. David Graham
Mr. Dave Smeal
Mr. Mike Sulzycki
Ms. Donna Murphy
Mr. Mike Lee, The Oklahoma Daily
Mr. Jim Bross, The Norman Transcript
Ms. Judy Hargrove, The Daily Oklahoman
Ms. Astrid Clark, KOMA Radio
Ms. Debbie Rosenthal, KOCY Radio

TRANSCRIPT
OF
PROCEEDINGS

\$6,500,000
REGENTS OF THE UNIVERSITY OF OKLAHOMA
UTILITY SYSTEM REVENUE BONDS
SERIES 1975

Prepared by:

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FAGIN, BROWN, BUSH, SELVIDGE & TINNEY

ATTORNEYS & COUNSELORS AT LAW

SUITE 2720 FIRST NATIONAL CENTER

OKLAHOMA CITY, OKLAHOMA 73102

February 18, 1975

405-235-3413

GEORGE J. FAGIN
 J. SCOTT BROWN
 GARY M. BUSH
 MARK F. SELVIDGE
 MICHAEL D. TINNEY

We have examined into the validity of Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, in the aggregate amount of \$6,500,000, numbered from one to 1300, inclusive, of the denomination of \$5,000 each, dated January 1, 1975, being coupon bonds registrable as to principal only or convertible into fully registered bonds of \$5,000 denomination, or with respect to principal maturing on the same date, any multiple of \$5,000 maturing as to principal serially in numerical order on January 1 of each year and bearing interest payable semiannually on January 1 and July 1 of each year beginning July 1, 1975 according to the following schedule:

\$2,335,000 SERIAL BONDS

<u>BOND NOS.</u>	<u>Amount</u>	<u>Year</u>	<u>Rate of Interest</u>
1-13	\$ 65,000	1976	8.00%
14-28	75,000	1977	8.00%
29-44	80,000	1978	8.00%
45-61	85,000	1979	8.00%
62-79	90,000	1980	8.00%
80-98	95,000	1981	8.00%
99-119	105,000	1982	8.00%
120-141	110,000	1983	8.00%
142-164	115,000	1984	8.00%
165-190	130,000	1985	8.00%
191-217	135,000	1986	8.00%
218-246	145,000	1987	6.75%
247-277	155,000	1988	6.75%
278-310	165,000	1989	6.75%
311-345	175,000	1990	6.75%
346-383	190,000	1991	7.00%
384-424	205,000	1992	7.00%
425-467	215,000	1993	7.00%

\$4,165,000 TERM BONDS

<u>BOND NOS.</u>	<u>Amount</u>	<u>Year</u>	<u>Rate of Interest</u>
468-1300	\$4,165,000	2005	7.75%

Bonds numbered 191 to 1300, inclusive, maturing January 1, 1986, through and including January 1, 2005, are callable for redemption, on and after January 1, 1985, at the option of the Board of Regents, in whole at any time, or in part on any interest payment date in inverse order of maturity and by lot within a maturity, at the redemption prices set forth therein. The Term Bonds numbered 468 to 1300, inclusive, are also subject to mandatory redemption, in part by lot, on each January 1, beginning January 1, 1994, at the principal amount as set out therein and accrued interest to the date fixed for redemption. Provided further that all Bonds of whatever maturity shall be subject to redemption in whole or in part at any time, in inverse order of maturities or by lot within a maturity, if such redemption is made: (a) from insurance proceeds; (b) from expropriation awards; and (c) from the proceeds of the sale of the properties to be acquired and constructed from the proceeds of the Bonds at the redemption prices set out therein.

We have examined the Constitution and statutes of the State of Oklahoma, certified copies of the proceedings of the Board of Regents of the University of Oklahoma, and other documents and proceedings pertaining to the Bonds and the authorization and execution thereof, including among others the Bond Resolution passed and approved July 26, 1973, and a Supplemental Bond Resolution passed and approved on January 9, 1975 (herein together called "Bond Resolution"), and the Trust Agreement dated as of July 26, 1973, as supplemented by a Supplemental Trust Agreement dated as of January 9, 1975, both said Trust Agreements being by and between the Board of Regents of the University of Oklahoma and The First National Bank and Trust Company of Oklahoma City. We have also examined the form of the Utility Service Agreement and the Control Service Agreement, both dated as of July 1, 1973, and certified copies of such other documents of the Board of Regents and various other entities which have entered into aforesaid agreements with the Board of Regents as we have deemed necessary and advisable. We have also examined executed coupon bond numbered one of said series.

It is our opinion that the Bonds have been duly authorized and constitute valid and legally binding special obligations of the Regents of the University of Oklahoma, issued on a parity with the Regent's outstanding \$10,125,000 Utility System Revenue Bonds, Series 1973, dated July 1, 1973, and payable solely from revenues derived from the operation of a Steam and Chilled Water Plant and computerized monitoring system located on the University Health Sciences Center all as more fully set out in the aforesaid Bond Resolution, to which Bond Resolution reference is hereby made for a more complete description of the nature and extent of the security for the Bonds and the conditions under which bonds may be issued in the future on a parity with said issue of Bonds. In our opinion, the documents and proceedings referred to above are valid and binding in accordance with their terms, the Bonds and the execution thereof have been duly authorized and all conditions precedent to the delivery of the Bonds have been fulfilled.

It is our further opinion, based on existing statutes and decisions, that interest on said Bonds is exempt from present Federal and State income taxes.

Respectfully submitted,

*J. W. Brown, Bush,
Selvidge & Finney*

STATE
OF
OKLAHOMA
THE ATTORNEY GENERAL
LARRY DERRYBERRY

STATE CAPITOL, OKLAHOMA CITY, OKLAHOMA 73105, TELEPHONE 405/521-3921



OFFICIAL OPINION

No. 20,824

I, the undersigned, the Attorney General and Ex-Officio Bond Commissioner in and for the State of Oklahoma, hereby certify that there has been presented to me a certified transcript of record of proceedings had relative to the issuance of Six Million Five Hundred Thousand Dollars (\$6,500,000.00), Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, dated January 1, 1975, \$4,165,000.00 of Term Bonds, numbered 468-1300, due and payable on the 1st day of January, 2005 at 7.75% interest and \$2,335,000.00 of Serial Bonds numbered from 1 to 467 both inclusive of the denomination of \$5,000.00 each, due and payable on the 1st day of January, in each of the years and in the principal amounts and bearing interest from their date as follows:

Bond No.	1- 13	\$65,000.00	12-1-1976	at 8.00%
	14- 28	\$75,000.00	12-1-1977	at 8.00%
	29- 44	\$80,000.00	12-1-1978	at 8.00%
	45- 61	\$85,000.00	12-1-1979	at 8.00%
	62- 79	\$90,000.00	12-1-1980	at 8.00%
	80- 98	\$95,000.00	12-1-1981	at 8.00%
	99-119	\$105,000.00	12-1-1982	at 8.00%
	120-141	\$110,000.00	12-1-1983	at 8.00%
	142-164	\$115,000.00	12-1-1984	at 8.00%
	165-190	\$130,000.00	12-1-1985	at 8.00%
	191-217	\$135,000.00	12-1-1986	at 8.00%
	218-246	\$145,000.00	12-1-1987	at 6.75%
	247-277	\$155,000.00	12-1-1988	at 6.75%
	278-310	\$165,000.00	12-1-1989	at 6.75%
	311-345	\$175,000.00	12-1-1990	at 6.75%
	346-383	\$190,000.00	12-1-1991	at 7.00%
	384-424	\$205,000.00	12-1-1992	at 7.00%
	425-467	\$215,000.00	12-1-1993	at 7.00%

Coupon Bonds numbered 1 to 190, inclusive, maturing January 1, 1976, to July 1, 1985, inclusive, are not callable for redemption prior to maturity. Coupon Bonds numbered 191 to 1300, inclusive, maturing January 1, 1986, through and including January 1, 2005, are callable for redemption, on and after January 1, 1985, at the option of the Board of Regents, in whole at any time, or in part on any interest payment date in inverse order of maturity and by lot within a maturity, at the redemption prices (expressed as percentages of principal amount) set forth below, in each case together with accrued interest to the date fixed for redemption.

<u>REDEMPTION DATES</u> <u>(Dates Inclusive)</u>	<u>REDEMPTION PRICE</u>
January 1, 1985 to December 31, 1987	104.00%
January 1, 1988 to December 31, 1990	103.00%
January 1, 1991 to December 31, 1993	102.00%
January 1, 1994 to December 31, 1996	101.00%
Thereafter prior to maturity	100.00%

The Term Bonds are subject to mandatory redemption in part by lot on each January 1, beginning in the amounts and on the dates as hereafter shown, at par together with accrued interest:


<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1994	\$235,000	2000	\$350,000
1995	250,000	2001	375,000
1996	265,000	2002	400,000
1997	285,000	2003	425,000
1998	305,000	2004	460,000
1999	325,000	2005	490,000

Provided, however, that all Bonds of whatever maturity are subject to redemption in whole or in part at any time, in inverse order of maturities or by lot within a maturity, if such redemption is made: (a) from insurance proceeds; (b) from expropriation awards; and (c) from the proceeds of the sale of the properties to be acquired and constructed from the proceeds of the Bonds. In the event that such redemption is made in accordance with this provision, such redemption shall be made at the principal amount redeemed, the interest accrued thereon to the redemption date, and (a) if such

redemption is made prior to January 1, 1985, a premium on each Bond so redeemed equal to one year's interest thereon; and (b) if such redemption is made on or after the first date upon which such Bond would otherwise be subject to redemption, the same premiums as heretofore enumerated for redemption purposes shall apply.

Notice of redemption shall be given by the Bank not less than thirty days prior to the date fixed for redemption by notice sent by registered mail to the holder or holders of the Bonds to be redeemed, directed to the addresses shown on the Registrar's registration books. If any Bond to be so redeemed is not fully registered or registered as to principal, at least thirty days' notice shall be given through publication of an appropriate notice in a financial newspaper or journal published in the English language in the City of Oklahoma City, Oklahoma, and sent by registered mail to the banks at which the Bonds are payable. Interest shall be payable semi-annually on the 1st day of January and July of each year, except the first coupons mature on the 1st day of July, 1975; that after careful examination of said transcript and of the executed bonds, I find such proceedings regular and in full compliance with the Constitution and laws of the State of Oklahoma; that I have approved said bonds as having been regularly and legally issued in accordance with the Constitution and laws of the State of Oklahoma and with the forms and method of procedure adopted for this issue by me as said Bond Commissioner; that I have endorsed my certificate of approval on each bond; and that the laws of said state provide that said bonds are incontestable in any court of the State of Oklahoma after thirty days from this date.

IN WITNESS WHEREOF, I have hereunto set my official hand this 10th day of January, 1975.



Attorney General, Ex-Officio Bond Commissioner
of the State of Oklahoma

By 

Mike D. Martin
Assistant Attorney General

RESOLUTION

A RESOLUTION APPROVING THE OFFICIAL STATEMENT DATED NOVEMBER 1, 1974, RELATING TO THE ISSUANCE OF THE REGENTS OF THE UNIVERSITY OF OKLAHOMA \$6,500,000 UTILITY SYSTEM REVENUE BONDS, SERIES 1975; DIRECTING THAT SAID OFFICIAL STATEMENT BE SUBMITTED TO THE OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION; APPROVING THE OFFICIAL NOTICE OF SALE OF SAID BONDS AND AUTHORIZING SAME TO BE PUBLISHED ACCORDING TO LAW; AUTHORIZING THE PRESIDENT OF THE BOARD OF REGENTS TO SET THE DATE OF SALE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

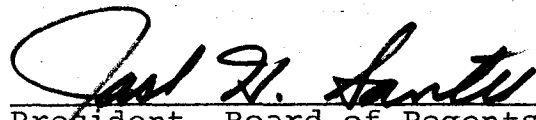
NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF OKLAHOMA:

SECTION 1. The Official Statement of the Regents of the University of Oklahoma relating to its \$6,500,000 Utility System Revenue Bonds, Series 1975, dated as of November 1, 1974, is hereby adopted and approved and the President of the Board of Regents is hereby authorized to execute same for and on behalf of the Regents and to further certify that there are no misrepresentations of fact or misstatements contained therein.

SECTION 2. The President of the Board of Regents is hereby directed to cause said Official Statement to be submitted to the Oklahoma State Regents for Higher Education for certification of economic feasibility.

SECTION 3. The Official Notice of Sale of said Series 1975 Bonds is hereby adopted and approved and the President of the Board of Regents is authorized to execute same for and on behalf of the Regents and further is hereby authorized and directed, upon consultation with the Regents' Financial Consultants and Bond Attorneys to set the date of sale of said bonds and cause the Notice of Sale of same to be published according to law.

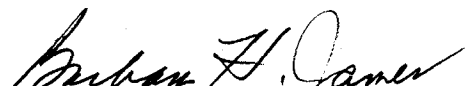
ADOPTED AND APPROVED this 14th day of November, 1974.



President, Board of Regents of the
University of Oklahoma

(SEAL)

ATTEST:



Executive Secretary of the
Board of Regents
University of Oklahoma

Official Municipal Bond Notices | Official Municipal Bond Notices

bonds, shall be printed on the bonds and will state that the bonds of the district constitute valid and legally binding full faith and credit obligations of the district and that under the Constitution and existing statutes of the Commonwealth of Virginia interest on the bonds is exempt from Federal income taxes. The usual closing papers will be furnished on each issue, including a certificate signed by the officers who signed the bonds that no litigation is pending or, to their knowledge, threatened to restrain or enjoin the issuance of bonds or the levy and collection of taxes to pay principal and interest or questioning the proceedings and authority under which the bonds are issued. The failure of Bond Counsel to render a favorable, unqualified opinion on any one issue will in no way affect the delivery of the bonds of any of the other bond issues offered herein.

Miscellaneous

The Board of Supervisors of Prince William County, Virginia, will be in session at 11:00 A.M. on the date of the sales for the purpose of taking prompt action on the bids for each issue.

Financial information for bidders or additional copies of this Notice of Sale or the Bid Forms may be obtained from Craigie, Mason-Hagan, Inc., 21st floor, Fidelity Building, Ninth and Main Streets, Richmond, Virginia 23219, or from the undersigned.

CLINTON B. MULLEN,
County Executive,
Prince William County, Virginia.

\$6,500,000

**REGENTS OF THE
UNIVERSITY OF OKLAHOMA**
Utility System Revenue Bonds, Series 1975

The Board of Regents of the University of Oklahoma, hereinafter called the "Board of Regents," will receive sealed bids on the

9th DAY OF JANUARY, 1975,

at 10:30 o'clock A.M. Central Standard Time, in the Office of the President of the University of Oklahoma at Norman, Oklahoma, in the Administration Building (Evans Hall) of the University of Oklahoma at Norman, Oklahoma, for the purchase of the \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, hereinafter called the "Bonds," in accordance with the terms of the Official Notice of Sale.

The Bonds are to be dated January 1, 1975, and shall be due on January 1, in each of the years and in the principal amounts as follows:

\$2,335,000 Serial Bonds

Amount	Year	Amount	Year
\$ 65,000	1976	\$130,000	1985
75,000	1977	135,000	1986
80,000	1978	145,000	1987
85,000	1979	155,000	1988
90,000	1980	165,000	1989
95,000	1981	175,000	1990
105,000	1982	190,000	1991
110,000	1983	205,000	1992
115,000	1984	215,000	1993

\$4,165,000 Term Bonds due January 1, 2005

PAYMENT OF INTEREST

Interest shall be payable July 1, 1975, and semi-annually each January 1 and July 1 thereafter.

PLACE OF PAYMENT

Principal and semi-annual interest on this issue of Bonds shall be payable at a bank to be designated by the purchaser of the Bonds; or, at the option of the holder, at the Fiscal Agency of the State of Oklahoma in the City of New York, New York; or, in the event of the discontinuance of that Agency, then at The Chase Manhattan Bank (National Association), New York, New York.

DENOMINATION AND FORM OF BONDS

The Bonds shall be issuable in bearer form with coupons attached and registrable as to principal in \$5,000 denominations and in fully registered form in \$5,000 denominations, or, with respect to principal maturing on the same date, in multiples thereof.

TERMS OF REDEMPTION

The Bonds maturing in the years 1976 to 1985, inclusive, shall not be subject to redemption prior to maturity. The Bonds maturing in the years 1986 and thereafter shall be subject to redemption at the option of the Board of Regents, in whole at any time, or in part in inverse order of maturity and by lot within a maturity on any interest payment date, on and after January 1, 1985, at the respective redemption prices (expressed as percentages of principal amount) set forth below, plus, in each case, accrued interest to the date fixed for redemption.

Redemption Dates (Dates Inclusive)	Redemption Price
January 1, 1985 to December 31, 1987	104%
January 1, 1988 to December 31, 1990	103%
January 1, 1991 to December 31, 1993	102%
January 1, 1994 to December 31, 1996	101%
Thereafter prior to maturity	100%

Official Municipal Bond Notices | Official Municipal Bond Notices

The Term Bonds are subject to mandatory redemption, in part by lot, on each January 1, beginning January 1, 1994, at the principal amount thereof and accrued interest, as shown below:

Year	Amount	Year	Amount
1994	\$235,000	2000	\$350,000
1995	250,000	2001	375,000
1996	265,000	2002	400,000
1997	285,000	2003	425,000
1998	305,000	2004	460,000
1999	325,000	2005	490,000

INTEREST RATES AND LIMITATIONS

Bidders must specify the rate or rates of interest the Bonds shall bear in multiples of one-eighth (1/8th) or one-twentieth (1/20th) of one percent (1%) per annum. Bidders are not restricted as to the number of rates that may be named; provided that only one single rate shall be specified for all Bonds of the same maturity. The spread between the highest and the lowest coupon rate shall not exceed two percent (2%). Supplemental coupons shall not be acceptable. The maximum rate allowed by the laws of the State of Oklahoma is eight percent (8%).

AWARD OF BONDS, COMPUTATION OF INTEREST COST, AND RIGHT OF REJECTION

The Bonds shall be sold in one block, all or none, at a price of not less than the principal amount thereof and accrued interest to the date of delivery and payment therefor. The award, if any, will be to the bidder complying with the Official Notice of Sale and offering to purchase the Bonds at the lowest net interest cost to the Board of Regents and who agrees to pay accrued interest from January 1, 1975 to the date of delivery computed on a 360-day year basis. The lowest net interest cost is the smallest dollar amount of interest payable on the Bonds from January 1, 1975 to the respective maturity dates at the rate or rates specified by the bidder, and deducting therefrom the premium, if any, specified by such bidder. The Board of Regents reserves the right, to the extent not prohibited by law, to reject any or all proposals, and to waive any irregularity or informality in any bid.

OFFICIAL BID FORM AND GOOD FAITH CHECK

Each bid must be submitted without deviation on the Official Bid Form furnished by the Board of Regents and shall be enclosed in a sealed envelope addressed to the Board of Regents of the University of Oklahoma and marked "Bid for \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975," and shall be accompanied by a Certified or Cashier's Check in the sum of \$130,000 (2%) payable to the Treasurer of the State of Oklahoma. No interest shall be allowed on such check. Upon the awarding of the Bonds, all checks submitted by unsuccessful bidders shall be promptly returned. The good faith check submitted by the successful bidder shall be retained as fully liquidated damages in the event the bidder does not comply with the terms of his bid. At the time the Bonds are ready for delivery, the successful bidder shall have the option of either applying the good faith deposit toward the purchase of the Bonds or of having the good faith deposit returned. Sealed bids plainly marked "Bid for \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975," may be mailed to "The Board of Regents of the University of Oklahoma, % Mrs. Barbara James, Executive Secretary of the Board of Regents, University of Oklahoma, 660 Parrington Oval, Room 112, Norman, Oklahoma 73069."

CORPORATE TRUSTEE

The Corporate Trustee shall be an eligible Oklahoma bank designated by the purchaser of the Bonds.

DELIVERY OF AND PAYMENT FOR THE BONDS

Delivery of the Bonds shall be made on or about February 18, 1975 at the office of the Treasurer of the State of Oklahoma, State Capitol Building, Oklahoma City, Oklahoma. The Bonds shall be paid for with Federal funds. If the Bonds are not delivered within seventy-five (75) days from the date of sale, the successful bidder may withdraw his bid and receive the return of his good faith deposit.

LEGAL OPINION AND TAX EXEMPTION

The unqualified approving opinion of Fagin, Brown, Bush, Selvidge & Tinney, Oklahoma City, Oklahoma, Bond Counsel shall be furnished by the Board of Regents without expense to the purchaser. The opinion of such counsel shall state that the interest earned on the Bonds is exempt from existing Federal and State of Oklahoma Income Taxes. A transcript of the legal proceedings approved by the Attorney General of the State of Oklahoma, including a certificate that there is no litigation pending affecting the Bonds, and other closing papers shall be furnished to the purchaser without charge by the Board of Regents.

MISCELLANEOUS

Further information with respect to this issue of Bonds may be obtained from the Financial Consultant to the University, Leo Oppenheim & Co., Inc., 1810 First National Center, Oklahoma City, Oklahoma 73102 (Robert B. Lewis, 405 235-5538).

/s/ **MRS. BARBARA JAMES,**
Executive Secretary of the Board of Regents,
University of Oklahoma.

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Want to eliminate all that time consuming detail work? Get rid of voluminous files? It is simple and easy—subscribe to the "New Issue Worksheet & Record Service" today!

City and County of New York, s.s.:-

HENRIETTA RIVERS, being duly sworn, says that
is the Advertising Clerk of THE BOND BUYER, a
daily and weekly newspaper printed and published at
77 Water Street in the City of New York, County
of New York, State of New York; and the notice, of
which the annexed is a printed copy, was regularly
published in said THE DAILY BOND BUYER on

Copy

of

Advertisement

DEC 24 1974

Henrietta Rivers
Advertising Clerk

Subscribed and sworn to before me this

24 day of Dec 1974

Ann T. Perrone

ANN T. PERRONE
Notary Public, State of New York
No. 24-8331675
Qualified in Kings County
Commission expires March 30, 1976

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA MET
 IN REGULAR SESSION IN DINING ROOM NO. 1 OF THE STUDENT UNION OF THE
 UNIVERSITY OF OKLAHOMA IN NORMAN, OKLAHOMA, ON THE 9TH DAY OF
 JANUARY, 1975, AT 2:00 O'CLOCK P.M.

PRESENT: Jack H. Santee, President; Walter Neustadt, Jr., Vice
 President; Mack M. Braly; Thomas R. Brett; Bob G.
 Mitchell; K. D. Bailey; Richard A. Bell; and Barbara H.
 James, Executive Secretary

ABSENT: None

(Other proceedings)

The Regents noted that due and legal notice had been given that the Board of Regents of the University of Oklahoma would receive sealed bids on this date for the sale of its \$6,500,000 Utility System Revenue Bonds, Series 1975, at 10:30 o'clock A.M. at the Office of the President. The Regents noted that the following bids were so received, opened, tabulated and checked by the Office of Finance, Legal Counsel, Bond Counsel and the Financial Consultant to the University. Thereupon the Regents proceeded to consider the following bids received for the purchase of said bonds:

<u>BIDDERS</u>	<u>TOTAL INTEREST</u>	<u>PREMIUM</u>	<u>NET INTEREST</u>	<u>INTEREST RATE</u>
The First National) Bank and Trust) Company of Okla-) homa City, Okla-) homa City, Okla-) homa and Associates)	\$11,577,850	-0-	\$11,577,850	7.653%
John Nuveen) & Company;) White Weld &) Company and) Associates)	\$11,684,400	\$260	\$11,684,140	7.7232%

Each bidder was required to submit with his bid a sum in cash or its equivalent equal to two percent of his bid, and after due consideration of all bids received a motion was made by Walter Neustadt that the bid of The First National Bank and Trust Company of Oklahoma City and Associates being the lowest interest rate bid, be accepted and the bonds be awarded, sold and delivered to The First National Bank and Trust Company of Oklahoma City and Associates upon the fulfillment of the terms as set out in said contract and bid for the purchase of said bonds. Said motion not needing a second was adopted by the following vote:

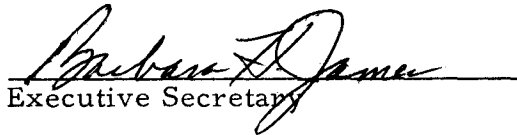
AYE: Bell, Santee, Bailey, Braly, Brett, Mitchell, Neustadt,

NAY: None



President, Board of Regents

ATTEST:



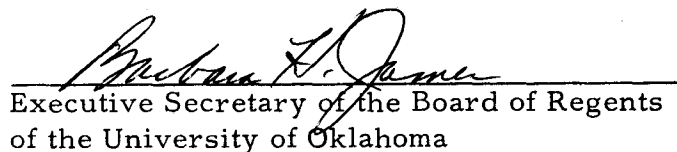
Executive Secretary

(SEAL)

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Executive Secretary of the Board of Regents of the University of Oklahoma, hereby certify that the attached printed copy of the Notice of Sale is a true and complete copy of the Notice of Sale of said Regents \$6,500,000 Utility System Revenue Bonds, Series 1975, duly adopted by said Board of Regents on the date therein set out and recorded in my office.

WITNESS MY HAND and the seal of said Regents this 9th day of January, 1975.



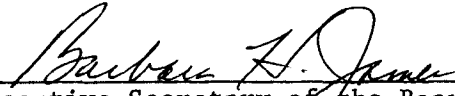
Executive Secretary of the Board of Regents
of the University of Oklahoma

(SEAL)

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Executive Secretary of the Board of Regents for the University of Oklahoma hereby certify that the above and foregoing is a true and correct copy of the proceedings had by said Board at the time it received bids for the sale of its \$6,500,000 Utility System Revenue Bonds, Series 1975.

WITNESS my hand and the seal of the Board of Regents of the University of Oklahoma this 9th day of January, 1975.



Executive Secretary of the Board of
Regents of the University of Oklahoma

(SEAL)

OFFICIAL BID FORM

THE BOARD OF REGENTS
 THE UNIVERSITY OF OKLAHOMA
 ADMINISTRATION BUILDING (EVANS HALL)
 NORMAN, OKLAHOMA 73069

January 9, 1975

Gentlemen:

For the \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, legally issued in accordance with your Official Notice of Sale and Official Statement, we will pay par and accrued interest, plus a premium of \$ -0- for Bonds bearing coupon rates and maturing as follows:

Date	Amount	Rate	Date	Amount	Rate
1-1-76	\$ 65,000	<u>8.00</u> %	1-1-86	\$ 135,000*	<u>8.00</u> %
1-1-77	75,000	<u>8.00</u> %	1-1-87	145,000*	<u>6 3/4</u> %
1-1-78	80,000	<u>8.00</u> %	1-1-88	155,000*	<u>6 3/4</u> %
1-1-79	85,000	<u>8.00</u> %	1-1-89	165,000*	<u>6 3/4</u> %
1-1-80	90,000	<u>8.00</u> %	1-1-90	175,000*	<u>6 3/4</u> %
1-1-81	95,000	<u>8.00</u> %	1-1-91	190,000*	<u>7.00</u> %
1-1-82	105,000	<u>8.00</u> %	1-1-92	205,000*	<u>7.00</u> %
1-1-83	110,000	<u>8.00</u> %	1-1-93	215,000*	<u>7.00</u> %
1-1-84	115,000	<u>8.00</u> %	1-1-2005	4,165,000*	<u>7 3/4</u> %
1-1-85	130,000	<u>8.00</u> %			

*With redemption provisions as set out in the Official Notice of Sale

Payment for the Bonds with Federal funds in accordance with the above terms will be made within five days after their tender to us free of any bank charges or delivery expense at the Office of the Treasurer of the State of Oklahoma, State Capitol Building, Oklahoma City, Oklahoma, under the following stipulations: (a) the Bonds shall be tendered to us for payment within 75 days from this date, and (b) we are to be furnished with such certificates as may be necessary to establish legality, legal delivery and freedom from litigation, all to the satisfaction of Fagin, Brown, Bush, Selvidge & Tinney, Oklahoma City, Oklahoma, Bond Counsel, whose fee will be paid by you.

We attach hereto a Certified or Cashier's Check in the sum of \$130,000 (2%) payable to the Treasurer of the State of Oklahoma as our Good Faith Deposit, to be held by you uncashed and to be forfeited to you as liquidated damages in the event we fail or refuse to comply with this agreement; said check to be returned to us (a) promptly if this proposal is rejected, or (b) after 75 days from this date, if demanded by us, in the event you are unable to comply with the above provisions.

This proposal is made for immediate acceptance or rejection.

(See attached list for Account Members)

RESPECTFULLY SUBMITTED,
 THE FIRST NATIONAL BANK AND TRUST COMPANY
 OKLAHOMA CITY, OKLAHOMA

Bernard P. Hall
 Bernard P. Hall - Assistant Vice President

Accepted this 9th day of January, 1975

ATTEST:

Barbara F. James
 Executive Secretary of the Board of Regents
 of the University of Oklahoma

Paul H. Smith
 President, Board of Regent of the
 University of Oklahoma

FOR INFORMATIVE PURPOSES ONLY AND NOT AS A PART OF THIS BID

Total interest cost from January 1, 1975 (computed in accordance with the Official Notice of Sale)	\$ <u>11,577,850.⁰⁰</u>
Less premium (if any)	\$ <u>-0-</u>
Net interest cost	\$ <u>11,577,850.⁰⁰</u>
Average net interest rate	<u>7.653</u> %

Return of Good Faith Check is hereby acknowledged _____

ACCOUNT MEMBERS

THE FIRST NATIONAL BANK AND TRUST COMPANY - OKLAHOMA CITY, OKLAHOMA) Jt.
MERRILL LYNCH, PIERCE, FENNER & SMITH, INC. - OKLAHOMA CITY, OKLAHOMA) Managers
WOOLSEY & COMPANY, INC. - OKLAHOMA CITY, OKLAHOMA
LEO OPPENHEIM & COMPANY, INC. - OKLAHOMA CITY, OKLAHOMA
RAUSCHER PIERCE SECURITIES CORPORATION - DALLAS, TEXAS
THOMSON & MCKINNON AUCHINCLOSS KOHLMAYER, INC. - OKLAHOMA CITY, OKLAHOMA

OFFICIAL BID FORM

THE BOARD OF REGENTS
 THE UNIVERSITY OF OKLAHOMA
 ADMINISTRATION BUILDING (EVANS HALL)
 NORMAN, OKLAHOMA 73069

January 9, 1975

Gentlemen:

For the \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, legally issued in accordance with your Official Notice of Sale and Official Statement, we will pay par and accrued interest, plus a premium of \$ 200.00 for Bonds bearing coupon rates and maturing as follows:

Date	Amount	Rate	Date	Amount	Rate
1-1-76	\$ 65,000	<u>7 1/4</u> %	1-1-86	\$ 135,000*	<u>7</u> %
1-1-77	75,000	<u>7 1/4</u> %	1-1-87	145,000*	<u>7</u> %
1-1-78	80,000	<u>7 1/4</u> %	1-1-88	155,000*	<u>7</u> %
1-1-79	85,000	<u>7</u> %	1-1-89	165,000*	<u>7</u> %
1-1-80	90,000	<u>7</u> %	1-1-90	175,000*	<u>7</u> %
1-1-81	95,000	<u>7</u> %	1-1-91	190,000*	<u>7</u> %
1-1-82	105,000	<u>7</u> %	1-1-92	205,000*	<u>7</u> %
1-1-83	110,000	<u>7</u> %	1-1-93	215,000*	<u>7</u> %
1-1-84	115,000	<u>7</u> %	1-1-2005	4,165,000*	<u>7 7/8</u> %
1-1-85	130,000	<u>7</u> %			

*With redemption provisions as set out in the Official Notice of Sale

Payment for the Bonds with Federal funds in accordance with the above terms will be made within five days after their tender to us free of any bank charges or delivery expense at the Office of the Treasurer of the State of Oklahoma, State Capitol Building, Oklahoma City, Oklahoma, under the following stipulations: (a) the Bonds shall be tendered to us for payment within 75 days from this date, and (b) we are to be furnished with such certificates as may be necessary to establish legality, legal delivery and freedom from litigation, all to the satisfaction of Fagin, Brown, Bush, Selvidge & Tinney, Oklahoma City, Oklahoma, Bond Counsel, whose fee will be paid by you.

We attach hereto a Certified or Cashier's Check in the sum of \$130,000 (2%) payable to the Treasurer of the State of Oklahoma as our Good Faith Deposit, to be held by you uncashed and to be forfeited to you as liquidated damages in the event we fail or refuse to comply with this agreement; said check to be returned to us (a) promptly if this proposal is rejected, or (b) after 75 days from this date, if demanded by us, in the event you are unable to comply with the above provisions.

This proposal is made for immediate acceptance or rejection.

SEE ATTACHED LIST OF ACCOUNT MEMBERS

RESPECTFULLY SUBMITTED,

JOHN NUVEEN & COMPANY
 WHITE WELD & COMPANY & ASSOCIATES

Michael H. Mahoney

By: Michael H. Mahoney

Accepted this 9th day of January, 1975

ATTEST:

Executive Secretary of the Board of Regents
 of the University of Oklahoma

President, Board of Regent of the
 University of Oklahoma

FOR INFORMATIVE PURPOSES ONLY AND NOT AS A PART OF THIS BID

Total interest cost from January 1, 1975 (computed in accordance with the Official Notice of Sale)	\$ <u>11,684,400.00</u>
Less premium (if any)	\$ <u>200.00</u>
Net interest cost	\$ <u>11,684,200.00</u>
Average net interest rate	<u>7.7232%</u>

Return of Good Faith Check is hereby acknowledged _____

ACCOUNT MEMBERS

\$6,500,000

UNIVERSITY OF OKLAHOMA
Utility System Revenue

JOHN NUVEEN & COMPANY) Jt. Mgrs.
WHITE, WELD & COMPANY)
Kidder, Peabody & Company
Hutchinson, Shockey, Erley & Company
Rowles, Winston & Company
Stern Brothers & Company
Stifel, Nicolaus & Company
Underwood Neuhaus & Company
The Chicago Corporation
R. J. Edwards, Inc.
E. F. Hutton & Company
First Securities Company of Kansas, Inc.
Zahner & Company
Liberty National Bank & Trust Co.

Shearson, Hyden, Stone

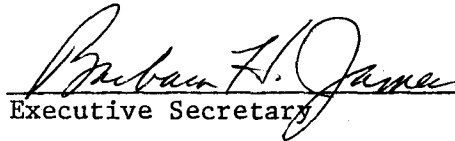
Chicago, Illinois
Chicago, Illinois
New York, New York
Chicago, Illinois
Houston, Texas
Kansas City, Missouri
Oklahoma City, Oklahoma
Houston, Texas
New York, New York
Oklahoma City, Oklahoma
Kansas City, Missouri
Wichita, Kansas
Kansas City, Missouri
Oklahoma City, Oklahoma

New York

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

I, the undersigned, Barbara H. James, Executive Secretary of the Board of Regents of the University of Oklahoma hereby certify that attached hereto are true and correct copies of all the bids received by said Board of Regents on January 9, 1975, for the sale of their \$6,500,000 Utility System Revenue Bonds, Series 1975.

WITNESS my hand this 9th day of January, 1975.


Executive Secretary

(SEAL)

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA MET IN
REGULAR SESSION AT DINING ROOM NO. 1 OF THE STUDENT UNION OF THE UNI-
VERSITY OF OKLAHOMA IN NORMAN, OKLAHOMA, ON THE 9TH DAY OF JANUARY,
1975, AT 2:00 O'CLOCK P.M.

PRESENT: Jack H. Santee, President; Walter Neustadt, Jr., Vice
President; Mack M. Braly; Thomas R. Brett; Bob G.
Mitchell; K. D. Bailey; Richard A. Bell; and Barbara H.
James, Executive Secretary
ABSENT: None

THEREUPON, a resolution entitled:

SUPPLEMENTAL BOND RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS
IN THE PRINCIPAL AMOUNT OF \$6,500,000 FOR THE PURPOSE OF EXTENDING,
AND IMPROVING THE STEAM AND CHILLED WATER PLANT AND SYSTEMS AT
THE OKLAHOMA HEALTH SCIENCES CENTER, OKLAHOMA CITY, OKLAHOMA;
AND CONTAINING OTHER PROVISIONS AND RECITATIONS RELATING THERETO.

was introduced and read in full by the Secretary.

THEREUPON, Regent Brett moved that said resolution be adopted and
approved. Such action not requiring a second, a vote was taken with the
following result:

AYE: Santee, Neustadt, Braly, Brett, Mitchell, Bailey, Bell
NAY: None

The President declared the motion carried and the resolution adopted
and approved; that resolution reads as follows:

SUPPLEMENTAL BOND RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS IN THE PRINCIPAL AMOUNT OF \$6,500,000 FOR THE PURPOSE OF EXTENDING, AND IMPROVING THE STEAM AND CHILLED WATER PLANT AND SYSTEMS AT THE OKLAHOMA HEALTH SCIENCES CENTER, OKLAHOMA CITY, OKLAHOMA; AND CONTAINING OTHER PROVISIONS AND RECITATIONS RELATING THERETO.

WHEREAS, it has been determined to be necessary for the comfort, convenience, and welfare, of the students attending the University of Oklahoma at the Health Sciences Center Campus in Oklahoma City, Oklahoma, to improve and extend, the Steam and Chilled Water Plant and Systems at such Health Sciences Center (herein called "Plant"); and

WHEREAS, Phase I of the Plant was financed through the issuance of \$6,000,000 Oklahoma University Development Authority Utility Revenue Bonds in 1970. This resulted in the development of the entire Plant site, the construction of a two-story building and related facilities, the purchase and installation of two water chillers (1,000 ton and 2,000 ton capacities) and two steam boilers (120,000 pounds per hour steam capacity), the installation of two 3,000 ton cooler tower cells, the construction of 3,000 feet of concrete tunnels (distribution system) to service initial customers, and service facilities. This construction was completed and put into active service on April 30, 1972; and

WHEREAS, prior to proceeding with Phase II additions to the Plant, the Board of Regents determined that it was in the best interest of the University of Oklahoma and the State of Oklahoma that they acquire the then present facilities before proceeding with the Phase II program. Accordingly, the Plant was purchased from the Oklahoma University Development Authority from a portion of the proceeds of the \$10,125,000 Board of Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973, which were sold on July 26, 1973, and were delivered on September 12, 1973. Title to the Plant passed from the

Oklahoma University Development Authority to the Board of Regents on September 12, 1973. The remaining portion of the Series 1973 Bonds, less fees and expenses, funded Phase II additions to the Plant which provided steam and chilled water and a computerized control system to Presbyterian Hospital and other major buildings at the Center with the following additions and modifications to the Plant: Approximately 3,400 feet of tunnels were constructed; and one 3,000 ton steam turbine driven water chilling unit and one 60,000 pounds per hour boiler were added; and

WHEREAS, Phase III additions to the Plant are required to provide steam and chilled water and a computerized control system to major buildings now under construction at the Center with the following additions and modifications to the Plant: Addition of a 100' x 100' building; Installation of one 60,000 pounds per hour boiler, one 3,000 ton steam turbine driven water chilling unit with appurtenances, one deaerating heater with boiler feed pump and miscellaneous appurtenances, and one 500 ton motor driven chiller with pumps; and tunnel extensions to new customers; and

WHEREAS, Phase IV additions to the Plant are required to provide steam and chilled water and a computerized control system to major buildings in the advanced planning stage at the Center with the following additions and modifications to the Plant: Installation of one 60,000 pounds per hour boiler and one 3,000 ton steam turbine driven water chilling unit with appurtenances; and construction of a water well; and

WHEREAS, Utility Service Agreements have been entered into with each of the customers of the heating and cooling system, providing that rates shall be adjusted monthly if necessary to assure that the revenues are at least adequate to provide for the payment of debt service, operation and maintenance costs, and

deposits to the funds and reserves as provided in the Bond Resolution and to meet the other requirements of the Bond Resolution. These customers include the State of Oklahoma Department of Health, the State of Oklahoma Department of Institutions, Social and Rehabilitative Services, the Oklahoma Medical **Research Foundation**, University Hospital, the University of Oklahoma, and Presbyterian Hospital.

WHEREAS, the plans for accelerated construction of new medical facilities in and around the Health Sciences Center Campus has necessitated the need for additional service capability; and

WHEREAS, the Regents of the University of Oklahoma contemplate the offering of utility services combined with expanded computerized temperature control services to such new facilities; and

WHEREAS, in order to provide funds for the extension and improvement of the Steam and Chilled Water Plant and Systems at the Oklahoma Health Sciences Center, Oklahoma City, Oklahoma it is deemed necessary for the Board of Regents to issue its \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975; and

WHEREAS, the issuance of such Bonds is authorized pursuant to the provisions of Title 70 OS 1971 Sections 4001 et. seq., as amended,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA:

DEFINITIONS

SECTION 1. The following terms and definitions shall apply throughout this Resolution unless the context in which they appear shall clearly indicate another meaning.

A. The University of Oklahoma is sometimes herein referred to as the

"University."

B. "Bank" shall mean the Trustee Bank for the Bonds appointed pursuant to the provisions of the Trust Agreement or any co-trustee bank or successor trustee bank.

C. The Board of Regents of the University of Oklahoma is sometimes herein referred to as the "Board."

D. The word "Bonds" shall include Coupon Bonds, Term Bonds, Coupon Bonds registered as to principal, and Fully Registered Bonds.

E. The word "coupon" shall mean the interest coupons attached to Coupon Bonds.

F. The words "Power Plant", "Plant", or "Plant and Systems" shall be used interchangeably and shall consist of the steam and chilled water facility and all systems, connections and computer equipment attendant to the furnishing of heating, cooling and monitoring services consisting of water chillers, steam boilers and a Johnson T-6500 computerized central control panel and other facilities, computers and equipment in such Power Plant located at:

Block 21, Amended Plat of Oak Park Addition, City of Oklahoma City,

Oklahoma;

together with all the improvements thereon, and with any personal property belonging to the University located upon, in or about said premises, and all revenues from all such real estate and improvements thereon and personal property located thereon including any additions, improvements and appurtenances thereto.

PURPOSE

SECTION 2. The steam and chilled water plant and systems referred to

herein shall be used for the purpose of furnishing, supplying, and monitoring heating and cooling services to facilities in and around the Oklahoma Health Sciences Center Campus.

TERMS AND MATURITIES OF BONDS

SECTION 3. Said bonds shall be known as "Regents of the University of Oklahoma, Utility System Revenue Bonds, Series 1975" and shall be issued as follows:

Series 1975 Bonds shall be in coupon form numbered one to 1300 inclusive, shall be in the denomination of \$5,000 each, registrable as to principal only, convertible into fully registered bonds of \$5,000 denomination, or with respect to principal maturing on the same date, any multiple of \$5,000 and shall bear interest per annum at the rates hereinafter set out.

The Bonds shall be payable as to both principal and interest at The First National Bank and Trust Company of Oklahoma City, or at the option of the holder thereof at the Fiscal Agency of the State of Oklahoma, in the City of New York; or in the event of the discontinuance of that Agency, at the Chase Manhattan Bank, N. A., New York City, New York. Payment of the interest on the bonds shall be made only upon presentation and surrender of the coupons, if any, representing such interest as the same respectively falls due; or if said bond be fully registered, payment of the interest on such bond on any interest payment date shall be made by Bank to the person appearing on the registration books of the University of Oklahoma hereinafter provided for as the registered owner thereof, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books.

The Bonds are to be dated January 1, 1975, and shall be due on January 1 in each of the years and in the principal amounts and shall bear interest per annum as follows:

\$2,335,000 SERIAL BONDS

<u>BOND NOS. (INCLUSIVE)</u>	<u>Amount</u>	<u>Year</u>	<u>Rate of Interest</u>
1 - 13	\$ 65,000	1976	8.00%
14 - 28	75,000	1977	8.00%
29 - 44	80,000	1978	8.00%
45 - 61	85,000	1979	8.00%
62 - 79	90,000	1980	8.00%
80 - 98	95,000	1981	8.00%
99 -119	105,000	1982	8.00%
120-141	110,000	1983	8.00%
142-164	115,000	1984	8.00%
165-190	130,000	1985	8.00%
191-217	135,000	1986	8.00%
218-246	145,000	1987	6.75%
247-277	155,000	1988	6.75%
278-310	165,000	1989	6.75%
311-345	175,000	1990	6.75%
346-383	190,000	1991	7.00%
384-424	205,000	1992	7.00%
425-467	215,000	1993	7.00%

\$4,165,000 TERM BONDS

<u>BOND NOS.</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>INTEREST</u>
468-1300	\$4,165,000	2005	7.75%

Interest shall begin to be paid July 1, 1975, and semi-annually each January 1 and July 1 thereafter. Coupon Bonds numbered one to 190, inclusive, maturing January 1, 1976, to July 1, 1985, inclusive, shall not be callable for redemption prior to maturity. Coupon Bonds Numbered 191 to 1300, inclusive, maturing January 1, 1986, through and including January 1, 2005, are callable for redemption, on and after January 1, 1985, at the option of the Board of Regents, in whole at any time, or in part on any interest payment date in inverse order of maturity and by lot within a maturity, at the redemption prices (expressed as percentages of principal amount) set forth below, in

each case together with accrued interest to the date fixed for redemption.

REDEMPTION DATES
(DATES INCLUSIVE)

<u>FROM</u>	<u>TO</u>	<u>REDEMPTION PRICE</u>
January 1, 1985	December 31, 1987	104.00%
January 1, 1988	December 31, 1990	103.00%
January 1, 1991	December 31, 1993	102.00%
January 1, 1994	December 31, 1996	101.00%
Thereafter prior to maturity		100.00%

TERM BONDS

Term Bonds shall be issued in the principal sum of \$4,165,000, and shall be numbered 468 to 1300, inclusive, and shall become due January 1, 2005. The Term Bonds are subject to mandatory redemption in part by lot on each January 1, beginning in the amounts and on the dates as hereafter shown, at par together with accrued interest;

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1994	\$235,000	2000	\$350,000
1995	250,000	2001	375,000
1996	265,000	2002	400,000
1997	285,000	2003	425,000
1998	305,000	2004	460,000
1999	325,000	2005	490,000

Provided, however, that all Bonds of whatever maturity shall be subject to redemption in whole or in part at any time, in inverse order of maturities or by lot within a maturity, if such redemption is made: (a) from insurance proceeds; (b) from expropriation awards; and (c) from the proceeds of the sale of the properties to be acquired and constructed from the proceeds of the Bonds. In the event that such redemption is made in accordance with this provision, such redemption shall be made at the principal amount redeemed, the interest accrued thereon to the redemption date, and (a) if such redemption is made prior to January 1, 1985,

a premium on each Bond so redeemed equal to one year's interest thereon; and (b) if such redemption is made on or after the first date upon which such Bond would otherwise be subject to redemption, the same premiums as heretofore enumerated for redemption purposes shall apply.

Notice of redemption shall be given by the Bank not less than thirty days prior to the date fixed for redemption by notice sent by registered mail to the holder or holders of the Bonds to be redeemed, directed to the addresses shown on the Registrar's registration books. If any Bond to be so redeemed is not fully registered or registered as to principal, at least thirty days' notice shall be given through publication of an appropriate notice in a financial newspaper or journal published in the English language in the City of Oklahoma City, Oklahoma, and sent by registered mail to the banks at which the Bonds are payable. Prior to the date fixed for redemption, funds shall be deposited in the banks of payment sufficient to pay the Bonds called and accrued interest thereon, plus any premium required. Upon the happening of the above conditions, the Bonds thus called shall not thereafter bear interest.

EXECUTION OF BONDS

SECTION 4. That the Coupon Bonds shall be signed by the facsimile signature of the President of the Board of Regents of the University of Oklahoma, shall be attested by the Executive Secretary thereof, and shall have imprinted thereon by facsimile, the corporate seal of the Board. Interest on the Coupon Bonds falling due on and prior to maturity shall be represented by appropriate interest coupons to be attached thereto, which coupons shall be executed with the facsimile signatures of said

President and Executive Secretary.

FORM OF COUPON BOND

SECTION 5. That the Coupon Bonds and the coupons to be thereto attached, and the endorsements to appear on the back thereof, are to be in substantially the following form:

(Form of Coupon Bond)

UNITED STATES OF AMERICA

STATE OF OKLAHOMA

REGENTS OF THE UNIVERSITY OF OKLAHOMA
UTILITY SYSTEM REVENUE BOND, SERIES 1975

Number _____ \$5,000

KNOW ALL MEN BY THESE PRESENTS, that the Regents of the University of Oklahoma, a body corporate under the Constitution and Laws of the State of Oklahoma, acting for and in behalf of the University of Oklahoma, for value received, hereby promise to pay to bearer, or if this Bond is registered as to principal, then to the registered owner hereof, solely from the revenues hereinafter recited, the sum of Five Thousand Dollars (\$5,000) on the first day of January, _____, and to pay interest thereon solely from said revenues, from the date hereof until maturity at the rate of _____ per cent (_____ %) per annum, payable July 1, 1975 and semi-annually thereafter on January 1 and July 1 of each year until the principal amount is paid, upon surrender of the interest coupons hereto attached as they severally become due. Both principal of and interest on this Bond are payable in any coin or currency which on the respective dates of payment of principal and interest, is

legal tender for the payment of debts due the United State of America, at The First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, hereinafter called "Bank" or "Registrar", or at the option of the holder at the Fiscal Agency of the State of Oklahoma in the City of New York; or in the event of the discontinuance of that Agency, then at the Chase Manhattan Bank, N.A., New York City, New York.

Principal on the Bonds registered as to principal only, shall be payable by The First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, as Registrar. Payments of principal due on any such Bond registered as to principal shall be remitted to the person appearing as registered owner on the Registrar's registration books. The other Bank of Payment is hereby designated as agent of the Registrar for the purpose of registration of the Bonds and for the purpose of payment of the principal amount of the registered Bonds upon surrender thereof at maturity or upon prior redemption. The Registrar shall be promptly notified of all such registrations and payments of principal by the other Bank of Payment. Subject to the provisions for registration endorsed herein and contained in the Bond Resolution this Bond and the Coupons appurtenant hereto shall be negotiable and pass by delivery.

Bonds numbered one to 190, inclusive maturing January 1, 1976, to January 1, 1985, inclusive shall not be callable for redemption prior to maturity. Bonds numbered 191 to 1300, inclusive, maturing January 1, 1986, through and including January 1, 2005, are subject to redemption on and after January 1, 1985, at the option of the Board of Regents, in whole at any time, or in part on any interest payment date in inverse order

of maturity and by lot within a maturity, at the redemption prices (expressed as percentages of principal amount) set forth below, in each case together with accrued interest to the date fixed for redemption: 104.00% if redeemed from January 1, 1985, to December 31, 1987; 103.00% if redeemed from January 1, 1988, to December 31, 1990; 102.00% if redeemed from January 1, 1991, to December 31, 1993; 101.00% if redeemed from January 1, 1994, to December 31, 1996; and 100% if redeemed thereafter prior to maturity.

Bonds numbered 468 to 1300, maturing in the year 2005 are subject to mandatory redemption, in part by lot, on each January 1, beginning January 1, 1994, through January 1, 2005, at the principal amount thereof and accrued interest, in the amounts as shown below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1994	\$235,000	2000	\$ 350,000
1995	250,000	2001	375,000
1996	265,000	2002	400,000
1997	285,000	2003	425,000
1998	305,000	2004	460,000
1999	325,000	2005	490,000

Provided, however, that all Bonds of whatever maturity shall be subject to redemption in whole or in part at any time, in inverse order of maturity and by lot within a maturity, if such redemption is made from:

(a) insurance proceeds; (b) expropriation awards; and (c) the proceeds of the sale of the properties to be acquired and constructed from the proceeds of the Bonds. In the event that such redemption is made in accordance with this provision, such redemption shall be made at the principal amount redeemed, the interest accrued thereon to the redemption date, and (a) if such redemption is made prior to January 1, 1985, a premium on each Bond so redeemed equal to one year's interest thereon; and (b) if such redemption is made on or after the

first date upon which such Bond would otherwise be subject to redemption, the same premiums as heretofore enumerated for redemption purposes shall apply.

Notice of redemption is to be given not less than thirty days prior to the date fixed for redemption by notice sent by registered mail to the holder or holders of the Bonds to be redeemed, directed to the address shown on the Registrar's registration books. If any Bond to be so redeemed is not registered as to principal, at least thirty days' notice is to be given through publication of an appropriate notice in a financial newspaper or journal published in the English language in the City of Oklahoma City, Oklahoma, and sent by registered mail to the banks at which the Bonds are payable. Prior to the dates fixed for redemption, funds shall be deposited in the banks of payment sufficient to pay the Bonds called and accrued interest thereon, plus any premium required. Upon the happening of the above conditions, the Bonds thus called shall not thereafter bear interest.

This Bond is one of a duly authorized issue of Bonds in the aggregate amount of \$6,500,000, designated as the "Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975", duly issued to provide funds to pay for the cost of improving and extending the Steam and Chilled Water Plant and Systems, located on the Oklahoma Health Sciences Center Campus in Oklahoma City, Oklahoma. Said Series 1975 Bonds are issued on a parity with the outstanding \$10,125,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973 and equally and ratably secured both as to principal and interest, pursuant to the Constitution and statutes of Oklahoma, and particularly Title 70, Oklahoma Statutes 1971, Sections 4001 through 4014, inclusive, and

other statutes of the State of Oklahoma supplementary and amendatory thereto, and pursuant to a Bond Resolution duly adopted by the Board of Regents of the University of Oklahoma on the 26th day of July, 1973, and a Supplemental Bond Resolution adopted by said Board on the 9th day of January, 1975, (hereinafter collectively referred to as the "Bond Resolution"), authorizing the issuance of The Board of Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, to which Bond Resolution reference is hereby made for a statement of the terms and conditions pursuant to which this Bond is issued, including the conditions under which bonds may be issued in the future payable from the hereinafter mentioned revenues on a parity with this Bond and the funds and revenues from which said issue of Bonds is payable. This Bond and the issue of which it is one are payable from the revenues derived from the operation and sale of heating and cooling services of the Steam and Chilled Water Plant together with the sale of computerized temperature monitoring services rendered in conjunction therewith. The Board of Regents of the University of Oklahoma, being a major purchaser of services provided by the herein described Plant, has covenanted to levy, impose and collect, from the constituent facilities under the dominion and control of said Board, such fees and charges necessary to promptly meet all principal and interest payments together with required deposits to all established reserve, repair and replacement and redemption funds, as delineated by the Bond Resolution.

The issue of Bonds of which this Bond is a part is authorized to be evidenced by Coupon Bonds in the denomination of \$5,000 and by Fully Registered Bonds without coupons in the denomination of \$5,000, or, with respect of principal maturing on the same date, in multiples thereof. The holder

of any Fully Registered Bond or Bonds may surrender the same to the Bank , together with a written instrument or transfer satisfactory to the Bank , duly executed by the registered owner or his duly authorized attorney , in exchange for an equal aggregate principal amount of Coupon Bonds with coupons attached in the manner and subject to the conditions provided in the aforesaid Bond Resolution . In like manner , subject to such conditions , the owner of any Coupon Bond or Bonds may surrender the same to the Bank with all unmatured coupons attached in exchange for an equal aggregate principal amount of Fully Registered Bonds without coupons of any authorized denominations . All bank fees and charges in connection with initial exchanges shall be paid by the University . All costs for subsequent exchanges shall be paid by the Bondholder .

This Bond is not an indebtedness of the State of Oklahoma or the University of Oklahoma or the Board of Regents of the University of Oklahoma , but is a special obligation payable solely from the aforesaid revenues .

Subject to the provisions for registration endorsed hereon , this Bond and the coupons appurtenant hereto shall be negotiable and pass by delivery .

It is hereby certified and recited that all acts , conditions , and things required to be done precedent to and in the issuance of this Bond have been properly done , happened , and performed in regular and due form as required by law , and that the Board of Regents of the University of Oklahoma has agreed and does hereby covenant that , until all of the Bonds of the issue of which this is one shall have been retired , to establish , maintain , impose and collect sufficient utility service charges for Steam and Chilled Water Services , and to establish , maintain , impose and collect charges for the sale

of computerized temperature monitoring services, maintained and operated in conjunction with the furnishing and sale of heating and cooling services sufficient in amount to pay principal of and interest on the Bonds, reserve requirements and operation and maintenance expenses as more fully set out in the Bond Resolution.

IN WITNESS WHEREOF, the Regents of the University of Oklahoma have caused this Bond to be executed by the facsimile signature of their President, attested by their Executive Secretary and their corporate seal to be imprinted hereon by facsimile, and the interest coupons hereto attached to be signed by the facsimile signatures of said officials, all as of this 1st day of January, 1975.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

President

(SEAL)
ATTEST:

Executive Secretary

(Form of Coupon)

Number _____ \$ _____

On the first day of _____, unless the hereinafter mentioned Bond is then callable for redemption and has been called and provision for the payment thereof duly made, the Regents of the University of Oklahoma, acting for and in behalf of the University of Oklahoma, will pay to bearer the sum of _____ Dollars

(\$ _____) at ~~The First National Bank & Trust Company of Oklahoma City,~~ Oklahoma City, Oklahoma, or at the option of the holder at the Fiscal Agency of the State of Oklahoma in the City of New York, or, in the event of the discontin-

uance of that Agency, then at the Chase Manhattan Bank, N. A., New York City, New York, in any coin or currency which on said date is legal tender for the payment of debts due the United States of America, solely from the Revenues mentioned in the Bond Resolution for interest in that amount then due on its Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, dated January 1, 1975, and numbered _____.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

 President

ATTEST:

 Executive Secretary

(Endorsement for Back of Bond)

UNITED STATES OF AMERICA)
)SS
 STATE OF OKLAHOMA)

We, the undersigned, Attorney General of Oklahoma and State Auditor of the State of Oklahoma, do hereby certify that the within Bond is issued pursuant to law and is within the debt limit provided by law.

Dated _____.

 Attorney General

 State Auditor

UNITED STATES OF AMERICA)
) SS
STATE OF OKLAHOMA)

I, the undersigned, State Treasurer, hereby certify that I have registered the within Bond in my office on _____.

State Treasurer

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT

I hereby certify that I have examined a certified copy of the record and the proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issuance and are in accordance with the provisions of Title 70, Oklahoma Statutes 1971, Sections 4001 to 4014, inclusive, and other statutes of the State of Oklahoma supplementary and amendatory thereto, and said Bond is a valid and binding obligation according to its tenor, and under the provisions of said statutes requiring the approval of the Attorney General, this Bond is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty (30) days from the date of the approval of this Bond appearing in the caption hereof.

Attorney General

Provisions for Registration and Reconversion

The within Bond may be registered as to principal on books of the University of Oklahoma kept by The First National Bank & Trust Company of Oklahoma City, Oklahoma City, Oklahoma, as Bond Registrar, upon presentation hereof to such Registrar, who shall make notation of such registration on his books and in the registration blank below, and this Bond may thereafter be transferred only upon written assignment of the registered owner or his attorney thereunto duly authorized, duly acknowledged or proved, which transfer shall be made on such books and endorsed hereon by the Registrar. If so registered, this Bond may thereafter be transferred to bearer and thereby transferability by delivery shall be restored, but this Bond shall again be subject to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representative. Notwithstanding the registration of this Bond as to principal, the coupons shall remain payable to bearer and shall continue to be transferable by delivery.

Date of Registration	Name of Registered Owner	Signature of Registrar
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

AUTHORIZATION, TERMS AND CONDITIONS OF FULLY REGISTERED BONDS

SECTION 6. The issue of Bonds established and created under this Bond Resolution is hereby authorized to be evidenced by Fully Registered Bonds in the denomination of \$5,000, or, with respect of principal maturing on the same date, in multiples thereof. Said Fully Registered Bonds shall be payable

to the registered owner shown on the face of each such Bond, or the successor or registered assigns of such registered owner.

The Fully Registered Bonds may be assigned in accordance with the Form of Assignment contained in the Form of Fully Registered Bond set forth herein. Upon such assignment, the assignor shall promptly give the University written notice thereof by registered mail at the principal office of the Bank. The assignee shall surrender said Fully Registered Bonds to such Bank either in exchange for Coupon Bonds, as hereinafter provided, or for transfer on the Bank's registration books and endorsement on the Form of Assignment attached to said Fully Registered Bonds.

As provided in the Form of Fully Registered Bond, the Fully Registered Bonds shall be exchangeable at any time after issuance for Coupon Bonds corresponding in principal amount and maturity to the then unpaid principal of the Fully Registered Bond surrendered. Such exchange is to be made by the Bank as Registrar at its principal office upon submission of a Fully Registered Bond for cancellation and surrender to the University. The cost of initial exchanges of Fully Registered Bonds for Coupon Bonds and initial transfers of Fully Registered Bonds upon assignment thereof shall be paid by the University, provided as a condition of such exchange or transfer upon assignment, the Bank may require payment by the transferor of the Bonds of any stamp tax or other governmental charge that may be imposed thereon. All costs for subsequent exchanges and/or transfers shall be paid by the Bondholder.

At the time of payment to the registered owner of matured principal of the Fully Registered Bonds, a corresponding principal amount of Coupon Bonds for which said Fully Registered Bonds are exchangeable, maturing on the same date as such payment, shall be cancelled by the Bank. At the time

of each payment to the registered owner of interest due on the Fully Registered Bonds, coupons maturing on that date on the Coupon Bonds for which such Fully Registered Bonds are exchangeable shall be cancelled by the Bank. At the time of prepayment to the registered owner of any principal of the Fully Registered Bonds called for prepayment, the corresponding Coupon which said Fully Registered Bonds are exchangeable, maturing on the same date as such as the principal which is prepaid, shall be cancelled, together with the coupons appertaining thereto, by the Bank.

In the event of prepayment or redemption of less than all of the outstanding Bonds, the particular Bonds or portion of Bonds to be redeemed shall be selected as if evidenced by Coupon Bonds, in inverse order of maturity and by lot within a maturity. In the event only a portion of any Fully Registered Bond of a denomination of more than \$5,000 is to be prepaid, notice of prepayment shall specify the respective portions of the principal amount thereof to be prepaid. If there shall be called for prepayment less than all of a Fully Registered Bond, at the request of the owner thereof, the Bank shall authenticate and deliver, upon surrender of such Fully Registered Bond, without charge to the owner thereof, either Coupon Bonds or a Fully Registered Bond or Bonds in any of the authorized denominations in an aggregate principal amount equal to the unpaid balance of the principal amount of the Fully Registered Bond so surrendered.

In the event of a request for exchange of Coupon Bonds for Fully Registered Bonds, the Fully Registered Bonds shall be executed by the facsimile signature of the present President of the Board of Regents and attested by the Executive Secretary of the Board of Regents who is Secretary at the time he attests the signature of said President whether that be the present Secretary or the person

holding that office at the time the request for exchange is made, and shall have impressed or affixed by facsimile thereon the seal of the Board of Regents. The Bank shall hold the Fully Registered Bonds until order to deliver the same is issued by the President and Executive Secretary of the Board of Regents, or until request in writing by the holder of any Coupon Bond to deliver same in exchange for a Coupon Bond or Bonds surrendered by such holder, at which time the Bank shall authenticate and deliver the same. Neither the Board nor the Bank shall be required (a) to register, transfer or exchange Bonds for a period of ten days preceding an interest payment date on the Bonds or next preceding a selection of Bonds to be redeemed or prepaid thereafter until after the first publication or mailing of any notice of redemption or prepayment or (b) to register, transfer or exchange any Bonds called for redemption or prepayment.

The Fully Registered Bonds shall be dated January 1, 1975. Upon exchange and/or delivery of any Fully Registered Bond, the Registrar shall insert in the face of such Fully Registered Bond in the space provided as set forth in the Form of Fully Registered Bond, the date from and after which such Fully Registered Bond shall bear interest, which shall be the interest payment date next preceding the date of its registration (unless it shall be registered upon an interest payment date, in which case it shall bear interest from and after the date of its registration). In the event such registration shall precede the first interest payment date for such Fully Registered Bond, such Fully Registered Bond shall bear interest from its date. If at the time of registration of any Fully Registered Bond any interest on such Bond is in default, such Bond shall bear interest from and after the date to which interest on such Bond has been paid and such date shall be inserted in the face of such Fully Registered Bond.

FORM OF FULLY REGISTERED BOND

SECTION 7. The Fully Registered Bonds and the endorsements to appear on the back thereof are to be in substantially the following form:

FORM OF FULLY REGISTERED BOND
STATE OF OKLAHOMA

REGENTS OF THE UNIVERSITY OF OKLAHOMA
UTILITY SYSTEM REVENUE BOND, SERIES 1975

No. R- _____ \$ _____

The Regents of the University of Oklahoma, a body corporate under the Constitution and laws of the State of Oklahoma, acting for and in behalf of the University of Oklahoma (hereinafter called "University"), for value received, hereby promise to pay to _____ or registered assigns (hereinafter called the "Registered Owner"), subject to the right of prepayment hereinafter in this Bond expressly provided for, solely from the revenues derived from the operation and sale of heating and cooling services of the Steam and Chilled Water Plant, together with the sale of the computerized temperature monitoring services rendered in conjunction therewith to certain entities in and around the Oklahoma Health Sciences Center in Oklahoma City, Oklahoma; the principal sum indicated above on the first day of January, _____, for Coupon Bonds numbered _____, in any coin or currency of the United States of America, which, at the time for payment thereof, is legal tender for the payment of public and private debts, and to pay interest thereof solely from aforesaid revenues in like coin or currency, at the rate of _____ per annum. Such interest shall begin to accrue on _____, and shall be payable semi-annually on January 1 and July 1 of each year beginning July

1, 1975, until the principal amount of this Bond has been paid. Payment of the principal and interest due, including prepayments of principal as hereinafter provided, shall be made by check or draft drawn on The First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma (hereinafter called the "Bank") which check or draft shall be mailed to the Registered Owner of this Bond at his address as shown on the registration books of said Bank; provided, payment or prepayment of the principal of this Bond shall be made upon surrender of this Bond at such Bank, or at the option of the Registered Owner, at the Fiscal Agency of the State of Oklahoma in the City of New York, New York, or in the event there is no such Fiscal Agency, at The Chase Manhattan Bank, N.A., in the City of New York, New York:

This Bond is one of a duly authorized issue of "Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975," aggregating Six Million Five hundred thousand Dollars (\$6,500,000) issued for the purpose of providing monies to pay the cost of improving and extending the Steam and Chilled Water Plant and Systems located on the Health Sciences Center Campus, Oklahoma City, Oklahoma. Said Bonds are issued on a parity with the outstanding \$10,125,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973, and are equally and ratably secured both as to principal and interest, pursuant to the Constitution and statutes of Oklahoma, and particularly Title 70, Oklahoma Statutes 1971, Sections 4001 to 4014, inclusive, and other statutes of the State of Oklahoma supplementary and amendatory thereto and pursuant to a Bond Resolution duly adopted by the Board of Regents of the University of Oklahoma on July 26, 1973, and a Supplemental Bond Resolution adopted by said Board on January 9, 1975, (herein collectively called "Bond Resolution") authorizing the issuance of the Regents of the

University of Oklahoma Utility System Revenue Bonds , Series 1975 , to which Bond Resolution reference is hereby made for a statement of the terms and conditions pursuant to which this Bond is issued , including the conditions under which bonds may be issued in the future payable from the hereinafter mentioned revenues on a parity with this Bond , and the funds and revenues from which said issue of Bonds is payable . This Bond and the issue of which it is one are payable from the revenues derived from the operation and sale of heating and cooling services of the Steam and Chilled Water Plant together with the sale of computerized temperature monitoring services rendered in conjunction therewith .

The Board of Regents of the University of Oklahoma , being a major purchaser of services provided by the herein described Plant , has covenanted to levy , impose and collect , from the constituent facilities under the dominion and control of said Board , such fees and charges necessary to promptly meet all principal and interest payments together with required deposits to all established reserve , repair and replacement and redemption funds , as delineated by the Bond Resolution .

The issue of Bonds of which this Bond is a part is authorized to be evidenced by Coupon Bonds in the denomination of \$5,000 and by Fully Registered Bonds without coupons in the denomination of \$5,000 , or , with respect of principal maturing on the same date , in multiples thereof . The holder of any Fully Registered Bond or Bonds may surrender the same to the Bank , together with a written instrument or transfer satisfactory to the Bank , duly executed by the registered owner or his duly authorized attorney , in exchange for an equal aggregate principal amount of Coupon Bonds with Coupons attached in the manner and subject to the conditions provided in the aforesaid Bond

Resolution. In like manner, subject to such conditions, the owner of any Coupon Bond or Bonds may surrender the same to the Bank with all unmatured coupons attached in exchange for an equal aggregate principal amount of Fully Registered Bonds without coupons of any authorized denominations. All bank fees and charges in connection with initial exchanges shall be paid by the University. All costs for subsequent exchanges shall be paid by the bondholder.

Bonds numbered one to 190, inclusive, maturing January 1, 1976, to January 1, 1985, inclusive, shall not be callable for redemption prior to maturity. Coupon Bonds numbered 191 to 1300, inclusive, maturing January 1, 1986, through and including January 1, 2005, are subject to redemption on and after January 1, 1985, at the option of the Board of Regents, in whole at any time, or in part on any applicable interest payment date as if evidenced by coupon bonds, in inverse order of maturity and by lot within a maturity, at the redemption prices (expressed as percentages of principal amount) set forth below, in each case together with accrued interest to the date fixed for redemption; 104.00% if redeemed from January 1, 1985, to December 31, 1987; 103.00% if redeemed from January 1, 1988, to December 31, 1990; 102.00% if redeemed from January 1, 1991, to December 31, 1993; 101.00% if redeemed from January 1, 1994, to December 31, 1996; and 100.00% if redeemed thereafter.

Bonds numbered 468 to 1300 maturing January 1, 2005, are subject to mandatory redemption, in part by lot, as if evidenced by coupon bonds, on each January 1, beginning January 1, 1994, through January 1, 2005, at the principal amount thereof and accrued interest in the amounts as set out below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1994	\$ 235,000	2000	\$ 350,000
1995	250,000	2001	375,000
1996	265,000	2002	400,000
1997	285,000	2003	425,000
1998	305,000	2004	460,000
1999	325,000	2005	490,000

Provided, however, that all Bonds of whatever maturity shall be subject to redemption in whole or in part at any time, in inverse order of maturity and by lot within a maturity as if evidenced by coupon bonds, if such redemption is made from: (a) insurance proceeds; (b) expropriation awards; and (c) the proceeds of the sale of the properties to be acquired and constructed from the proceeds of the Bonds. In the event that such redemption is made in accordance with this provision, such redemption shall be made at the principal amount redeemed, the interest accrued thereon to the redemption date, and (a) if such redemption is made prior to January 1, 1985, a premium on each Bond so redeemed equal to one year's interest thereon; and (b) if such redemption is made on or after the first date upon which such Bond would otherwise be subject to redemption, the same premiums as heretofore enumerated for redemption purposes shall apply.

Notice of redemption is to be given not less than thirty days prior to the date fixed for redemption by notice sent by registered mail to the holder or holders of the Bonds to be redeemed, directed to the address shown on the Registrar's registration books and sent by registered mail to the Banks at which the Bonds are payable. Prior to the dates fixed for redemption, funds shall be deposited in the banks of payment sufficient to pay the Bonds called and accrued interest.

This Bond may be assigned and upon such assignment, the assignor

shall promptly notify the University at the office of the Bank by registered mail and the assignee shall surrender the same to the Bank for transfer on the registration records and notation by the Bank on the Form of Assignment endorsed hereon, and every such assignee shall take this Bond subject to such conditions.

This Bond is not an indebtedness of the State of Oklahoma or the University of Oklahoma or the Board of Regents of the University of Oklahoma, but is a special obligation payable solely from the aforesaid revenues.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuance of this Bond have been properly done, happened, and performed in regular and due form as required by law, and that the Board of Regents of the University of Oklahoma has agreed and does hereby covenant that, until all of the Bonds of the issue of which this is one shall have been retired, to establish, maintain, impose and collect sufficient utility service charges for Steam and Chilled Water Services, and to establish, maintain, impose and collect charges for the sale of computerized temperature monitoring services, maintained and operated in conjunction with the furnishing and sale of heating and cooling services sufficient in amount to pay principal of and interest on the Bonds, reserve requirements and operation and maintenance expenses as more fully set out in the Bond Resolution.

IN WITNESS WHEREOF, the Regents of the University of Oklahoma have caused this Bond to be executed by the facsimile signature of its President, attested by its Executive Secretary and its corporate seal to be imprinted hereon by facsimile, all as of this 1st day of January, 1975.

(SEAL)

ATTEST:

President

Executive Secretary

<u>REGISTERED OWNER</u>	<u>ASSIGNEE</u>	<u>DATE OF ASSIGNMENT</u>	<u>AUTHORIZED OFFICIAL OF BANK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(SAME CERTIFICATES AS ON COUPON BONDS)

LOSS OR MUTILATION OF BOND OR BONDS

SECTION 8. That the Board agrees that, to the extent that it has now, or at the time of any such mutilation or loss, legal authority to do so, if any Bond issued hereunder or the coupons appertaining thereto shall become mutilated or be lost, stolen or destroyed prior to the payment thereof, a new Bond, including coupons, if any, of like tenor and date and bearing the same number, will be prepared, executed and delivered, either in exchange for and upon cancellation of the mutilated Bond and its coupons, if any, or in substitution for the Bonds and coupons, if any, lost, stolen, or destroyed, but such exchange or substitution shall be made only upon receipt of satisfactory evidence of the loss, theft or destruction of such Bond and its coupons, if any, proof of ownership thereof, indemnity satisfactory to the Board of Regents and payment of the cost of repairing or replacing such Bond and coupons.

SECURITY

SECTION 9. The "Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975," shall be a special obligation of the Board of Regents of the University of Oklahoma issued and secured on a parity with the outstanding \$10,125,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973. Both said Series 1973 and Series 1975 Bonds are secured by a first lien on and pledge of the revenues derived from the collection of service charges for heating and cooling services together with computerized temperature monitoring services, furnished pursuant to Utility Service Agreements and Control Service Agreements. The Board shall impose and collect sufficient Utility Service and Control Service charges for Steam and Chilled Water, and other services produced by the Plant to promptly meet all principal and interest payments on said Series 1973 and Series 1975 Bonds and to establish and maintain the various reserves, funds and accounts as provided herein; there is hereby granted to the Trustee Bank for the benefit of the bondholders of both the Series 1973 and Series 1975 Bonds a first and primary lien on aforesaid revenues to secure such payments.

Further, the Board, comprising a major purchaser of the aforesaid services by and through its constituent facilities on the Oklahoma Health Sciences Center Campus, shall be subject to the prevailing rates charged all purchasers under existing rate schedules; and such rates shall be subject to adjustment, as shall be necessary to meet all obligations hereunder. Moreover, cost of service rates and base rates may be adjusted on a monthly basis to satisfy such requirements.

The Board has caused to be executed, with certain entities maintaining

facilities in and around the Oklahoma Health Sciences Center Campus, contracts for the furnishing and sale of heat and chilled water and computerized monitoring in connection therewith at such rates as are necessary to meet principal and interest payments together with established reserve, repair and replacement fund requirements, and operation and maintenance expenses. The Board covenants further to solicit additional purchasers of such services pursuant to similar contracts, maintaining facilities within the prescribed area as they may appear to need such services, and accordingly such solicitation additional purchasers shall correspond with the capabilities of the Plant and Systems. All of said contracts are hereby pledged and assigned to the Trustee Bank for the benefit of the bondholders.

In the event, for any reason, a purchaser fails to perform under the terms of an existing Utility or Control Service Agreement, then the Board shall cause prevailing rate schedules to be adjusted proportionately to secure the prompt payment of all obligations hereunder including the efficient operation of the Power Plant and Systems pursuant to the terms of said contracts.

As additional security, in case of default the Trustee Bank or the holder or holders of 50% or more of the Bonds shall have the right to elect to enter into possession of said Plant and to operate such facility until the default is remedied or until all bonded indebtedness is retired, which ever shall first occur according to the terms of the Trust Agreement.

Said bonds are not an obligation of the State of Oklahoma, nor the University, nor the Board of Regents, but are special obligations payable solely from the aforesaid revenues.

CREATION OF FUNDS, ACCOUNTS, AND RESERVES

SECTION 10. The following Funds and Accounts have been created pursuant to the Bond Resolution adopted by the Board on July 26, 1973, or shall be created pursuant to this Supplemental Bond Resolution.

A. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM, SERIES 1975, PROJECT FUND, herein called the "Project Fund", shall be established and used to receive the proceeds of the Bonds issued hereunder, excluding accrued interest; to receive funds from other available sources; and to complete project development; such fund shall include all interest earned during construction and such fund shall be maintained with the State Treasurer of the State of Oklahoma.

B. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM REVENUE BONDS, REVENUE FUND; (heretofore called "The University of Oklahoma Utility System Revenue Bonds, Series 1973, Revenue Fund"), hereinafter called the "Revenue Fund," shall be used to receive the proceeds derived from the collections on Utility Service Agreements and Control Service Agreements, and make the payments required under "Flow of Funds" set out herein. Such Fund shall be maintained with the State Treasurer of the State of Oklahoma.

C. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM REVENUE BONDS, BOND FUND, (heretofore called "The University of Oklahoma Utility System Revenue Bonds, Series 1973, Bond Fund"), hereinafter referred to as the "Bond Fund" shall be established, and such fund shall be apportioned into the designated accounts to be used for the following purposes:

- (1) The Interest Account, herein called the "Interest Account" shall be used to receive transfers from the Project Fund, the Revenue Fund, the Bond Fund Reserve and the Special Reserve Fund in amounts sufficient to pay, when due and payable, the interest on the Bonds.

(2) The Principal Account shall be used to receive transfers from the Project Fund, the Revenue Fund, the Bond Fund Reserve and the Special Reserve Fund in amounts sufficient to pay, when due and payable, the principal of the Bonds and, if funds are available for such purpose, to effect the purchase or redemption of the Bonds prior to stated maturity.

(3) The Bond Fund Reserve shall maintain a minimum balance equal to the maximum annual principal and interest requirements on the Series 1973 and Series 1975 Bonds and shall be used to prevent any default in paying the principal of and interest on said Bonds, and to pay the last remaining outstanding Bonds. Amounts in excess of the minimum balance required may, at the discretion of the Board of Regents, be transferred to the Principal Account of the Bond Fund to effect the purchase or redemption of Bonds prior to stated maturity. The Bond Fund shall be maintained with the Trustee Bank. If there are Co-Trustee Banks as may be provided in the Trust Agreement then said Bond Fund may be divided between said Banks on the proportionate basis as if the Series 1973 Bonds and Series 1975 Bonds were 2 separate issues; provided that the Bond Fund shall be considered to be commingled and held for the benefit of all the holders of both the Series 1973 and Series 1975 Bonds and should there be a deficiency in that portion of the Bond Fund held by one or both of said Co-Trustee Banks, they shall cooperate to the fullest extent to see that funds are transferred as if actually commingled so that no bondholder either of Series 1973 or Series 1975 shall have an advantage over any other bondholder and to insure that both the Series 1973 and Series 1975 Bonds are secured and paid on an equal

and parity basis .

D. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM, REPAIR AND REPLACEMENT FUND, (heretofore called "The University of

Oklahoma Utility System, Series 1973, Repair and Replacement Fund"), hereinafter called the "Repair and Replacement Fund", shall be used to receive from the Project Fund the amount of \$100,000 which shall be commingled with the monies already therein received from the proceeds of the Series 1973 Bonds, and shall be used to pay the expense of repairs and replacements for the Plant. This Fund will be expended only upon recommendation of the Consulting Engineer and approval of the Board of Regents. If a portion or if all of this Fund is expended, it will be replenished by transfers from the Revenue Fund, or any other available source of funds, within a period of twenty-four months of the creation of such deficiency. The Repair and Replacement Fund shall be maintained with the State Treasurer of the State of Oklahoma.

E. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM, SPECIAL RESERVE FUND, (heretofore called "The University of Oklahoma

Utility System Series 1973, Special Reserve Fund"), herein called the "Special Reserve Fund", shall be used to receive surplus monies contained in the Project Fund, the Revenue Fund and all other Accounts and Funds. Upon proper authorization of an official of the University designated by the Board of Regents, the Special Reserve Fund may be used as follows:

- (1) To pay the principal and/or interest requirements on the Bonds due and payable on the next ensuing January 1 or July 1, in whole or in part, through transfers to the Principal Account and/or Interest Account of the Bond Fund;

- (2) To purchase Bonds on the open market through transfers to the Principal Account of the Bond Fund;
- (3) To redeem Bonds prior to stated maturity through transfers to the Principal Account of the Bond Fund;
- (4) Upon issuance of additional Bonds, if it is desired to expand this Project at a later date, to adjust the minimum balance required in the Bond Fund Reserve and the Repair and Replacement Fund as a result of the issuance of such additional bonds;
- (5) To pay the costs of improving the Project; or
- (6) To be used for any lawful purpose of the University.

The Special Reserve Fund shall be maintained by the Trustee Bank.

If there are Co-Trustee Banks as may be provided in the Trust Agreement then said Special Reserve Fund may be divided between said Banks or maintained in only one of the Co-Trustee Banks as may be designated by an official of the University designated by the Board of Regents; provided that said Special Reserve Fund shall be considered to be commingled and held for the benefit of all the holders of both the Series 1973 and Series 1975 Bonds and all bonds issued on a parity therewith and should there be a need, or a direction by aforesaid official of the University to transfer monies or investments in said Fund from one Co-Trustee Bank to another, each Co-Trustee Bank shall cooperate to the fullest extent to see that said monies or investments are so transferred and the monies and investments in said Special Reserve Fund are invested and utilized for the equal benefit of the holders of both the Series 1973 and Series 1975 Bonds and all bonds issued on a parity therewith.

F. THE UNIVERSITY OF OKLAHOMA UTILITY SYSTEM, SITE SUPPORT SERVICE UNIT FUND, (heretofore called "The University of Oklahoma Utilities System, Series 1973 Site Support Service Unit Fund"),

herein called the "Service Fund" shall be used to receive monthly transfers from the "Revenue Fund" and used to pay the operation and maintenance expenses of the Power Plant and Systems. Such monthly transfer shall consist of one-third of the quarterly estimate of the operation and maintenance expenses submitted to the State Treasurer by the Regents or their authorized agent at the beginning of the quarter. In accordance herewith, the Board of Regents shall appoint an authorized agent to ascertain and file an annual estimate of cost for the operation and maintenance of the Plant, pursuant to the direction and in accordance with the dates heretofore stated. The Service Fund shall be maintained with the State Treasurer.

If at any future date it is determined by the Office of the Attorney General that under existing statutes, any funds or accounts, created by the Bond Resolution, should appropriately be maintained with the State Treasurer for the State of Oklahoma, then, in that event, such funds or accounts shall be transferred accordingly from the Trustee Bank to the deposit of the State Treasurer.

FLOW OF FUNDS

SECTION II. That from and after the issuance of the Bonds, the gross receipts collected pursuant to the Utility Service Agreements and the Control Service Agreements shall be deposited as soon thereafter as possible in the Revenue fund in the possession of the State Treasurer of the State of Oklahoma and shall be allocated and used in the manner hereinafter in this section provided; and such receipts are hereby pledged for the following purposes:

- A. On or before the tenth (10th) day following the close of the calendar month in which such monies shall have been received the Board of Regents shall cause to be transferred from the Revenue Fund to the appropriate account of the Bond Fund the following amounts in addition to those required by the Bond Resolution authorizing the

issuance of the Series 1973 Bonds:

(1) From January, 1976, to and including December, 1976, an amount equal to one-sixth ($\frac{1}{6}$ th) of the fraction $\frac{51}{65}$ of the interest due on the next interest payment date plus an amount equal to one-twelfth ($\frac{1}{12}$ th) of the fraction $\frac{51}{65}$ of the principal due on the next principal payment date.

(2) From January, 1977, to December, 1992, one-twelfth ($\frac{1}{12}$ th) of the principal due on the next principal payment date and one-sixth ($\frac{1}{6}$ th) of the semi-annual interest due on the next interest payment date.

(3) Thereafter, from January, 1993, to December, 2004, one-twelfth of the next annual mandatory redemption requirement and one-sixth of the semi-annual interest requirement on said Bonds.

(4) Interest earned on monies in the Principal Account and/or Interest Account shall be a credit against required transfers from the Revenue Fund.

(5) To the Site Support Service Unit Fund in the possession of the State Treasurer of the State of Oklahoma, one-third of the estimated quarterly operating and maintenance expense of the Plant.

(a) In the event a monthly estimated increment of deposit for operation and maintenance expense exceeds the actual operation and maintenance expense, the balance or unused portion shall be credited to the next ensuing monthly deposit, adjusting the transfer accordingly.

(b) Conversely, in the event a monthly estimated increment of deposit for operation and maintenance expense does not meet

the actual operation and maintenance expense, then, the Board of Regents shall cause to be transferred and the State Treasurer shall transfer from the Revenue Fund to the Service Fund the balance necessary to meet actual costs.

B. If the monies contained in the Bond Fund on or before each June 15 or December 15 are not sufficient to make the required payments, the Trustee Bank shall utilize monies contained in the following Reserves, in the following order, to complete such transfers:

- (1) The Special Reserve Fund
- (2) Repair and Replacement Fund
- (3) The Bond Fund Reserve

(If monies from the Repair and Replacement Fund are needed, the Bank shall immediately notify the Regents and the State Treasurer and the Regents shall cause said money to be transferred from said Fund to the Trustee Bank).

C. If the Bond Fund Reserve or the Repair and Replacement Fund have been depleted through withdrawals, the Board of Regents shall cause the amount remaining in the Revenue Fund, after the required transfers to the Principal and Interest Account of the Bond Fund and transfers to Site Support Service Unit Fund on or before each June 15 or December 15, to be transferred first to the Bond Fund Reserve and then to the Repair and Replacement Fund, so that the required minimum balance of said Funds are re-established within no more than twenty-four months of the date of the original depletion.

D. After the required transfers have been made to the Bond Fund and the Service Fund from the Revenue Fund, including transfers to the Bond Fund Reserve and the Repair and Replacement Fund, if necessary, the

Board of Regents may, transfer any monies remaining in said Revenue Fund to the Special Reserve Fund, to be used in accordance with the purposes of such fund.

INVESTMENT OF FUNDS

SECTION 12. Monies contained in the Project Fund, the Revenue Fund, and the Repair and Replacement Fund, shall be continuously invested and re-invested by the Treasurer of the State of Oklahoma in direct obligations of the United State of America or in obligations the principal and interest of which are unconditionally guaranteed by the United States of America. Such investments, shall mature not later than the respective dates, as estimated when the monies in said Fund shall be required for the purposes intended.

Monies contained in the Principal Account, the Interest Account, the Bond Fund Reserve and the Special Reserve Fund shall be continuously invested and reinvested by the Trustee Bank in securities that shall mature in a manner consistent with the use of the monies contained in such Account, Reserve or Fund but within no more than five years. These monies may be invested in direct general obligations of or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America; bonds, debentures, or notes issued by any of the following agencies: Bank for Cooperatives, Federal Land Banks, or Federal National Mortgage Association, including Participation Certificates; Public Housing Bonds, Temporary Notes, or Preliminary Loan Notes, fully secured by contracts with the United States of America; full faith and credit direct and general obligations of any State, or unlimited tax direct and general obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in

either of the three highest rating categories by one nationally recognized bond rating agency and are legal investments for fiduciaries in both New York and Oklahoma; and bank savings accounts, or time certificates of deposits, or certificates of deposit, provided that such accounts or certificates are collaterally secured by securities which themselves are previously described as being eligible and have a market value of at least equal to the amount held in such bank savings accounts or held under such certificates of deposit and are in or issued by a bank having a capital and surplus of not less than \$15,000,000.

Interest earned on the investment of the Project Fund; the Principal Account, the Interest Account, and the Bond Fund Reserve of the Bond Fund; and the Special Reserve Fund shall be deposited in the Account, Reserve, or Fund from which it was derived. When not required to meet requirements as set out in the Bond Resolution, the investment income and other monies contained in the Bond Fund Reserve in excess of the minimum balance required in said Reserve, may, at the discretion of the Board of Regents, be transferred to the Principal Account of the Bond Fund to be used to purchase or redeem bonds prior to stated maturity.

The Revenue Fund and the Repair and Replacement Fund shall be maintained with the Treasurer of the State of Oklahoma and investment income derived from said Funds shall not be deposited in said Funds, but shall be forwarded to the Trustee Bank to be deposited in the Special Reserve Fund.

ARBITRAGE

Notwithstanding all the provisions hereof, monies in the various funds, accounts and reserves created hereunder shall not be allowed to accumulate or be invested in a manner which would result in the loss of

exemption from Federal income taxation of interest on the Bonds or in such a manner which would result in the Bonds constituting taxable "arbitrage bonds" within the meaning of Section 103(d) of the Internal Revenue Code of 1954 as amended.

Under present regulations a reserve or replacement fund will be considered to be reasonably required only if the amount invested at an unlimited yield at any time during the term of the issue does not exceed an amount equal to the lesser of (i) 15% of the original face amount of the issue, or (ii) the sum of 5% of the original face amount of the issue plus the lesser of (a) 1 1/3 times an amount equal to one year's debt service on the issue on an assumed level annual debt service schedule over the term of the issue, or (b) an amount equal to the maximum annual debt service on the issue. Authorized investments and accumulations hereunder may change from time to time and the State Treasurer or Trustee Bank is authorized to deviate herefrom upon receipt of an opinion letter from recognized bond counsel employed by the Board.

DEPOSITORY OF FUNDS AND SECURITY FOR DEPOSITS

SECTION 13. The Project Fund, the Revenue Fund, the Repair and Replacement Fund and Service Fund shall be maintained by the Treasurer of the State of Oklahoma in an appropriate official depository that is a member of the Federal Deposit Insurance Corporation. The Bond Fund, including the Interest Account, the Principal Account, the Bond Fund Reserve, and the Special Reserve Fund shall be maintained with the Trustee Bank as special trust accounts for the benefit of the holders of the Bonds and shall not be subject to lien or attachment by any creditors of the Board of Regents. The money in said Funds shall be continuously secured as are deposits of the State of Oklahoma or in the manner prescribed by Federal law for securing trust funds, which qualified securities shall have a

market value of not less than the total amounts on deposit in said accounts.

The Trustee Bank shall, in due season prior to the dates on which principal and interest fall due, make proper arrangements with any bank or Agency which is serving as the additional paying agent for the bonds, pursuant to which all Bonds and coupons shall be paid promptly upon presentation at either bank of payment.

ADDITIONAL BONDS

SECTION 14. After the issuance, sale, and delivery of the Bonds, and for so long as any Bonds remain outstanding and unpaid, the Board of Regents shall not cause to be issued any additional parity bonds or other obligations payable from pledged income, except as hereafter set forth. The Board of Regents may issue additional bonds payable from the revenues derived from the Trust Estate pari passu with the Bonds provided:

- A. The Board of Regents are not in default in meeting any of the agreements, covenants and obligations to be performed by the Board of Regents under the Bond Resolution.
- B. The Bonds to be issued are required to provide satisfactory service to the contracting institution receiving heating and/or cooling services and/or computer control service prior to the issuance of additional bonds, or if additional Utility Service Agreements or Control Service Agreements are signed or the existing Utility Agreements or Control Service Agreements are amended to allow for the issuance of said Bonds, to provide for additional contracting institutions.
- C. A Certified Public or Municipal Accountant shall certify to the

Trustee Bank with the approval of the Board of Regents , that the net revenues derived from the heating and cooling system owned and operated by the Board of Regents for the fiscal year next preceding the fiscal year in which such additional bonds are issued shall have been at least equal to the annual amount required to be paid or accrued into the Bond Fund for the payment of debt service requirements on all bonds then outstanding . In addition , a Consulting Engineer shall certify to the Trustee Bank , with the approval of the Board of Regents , that the estimated net revenues to be derived from the then existing heating and cooling system and the additional heating and cooling facilities to be constructed , shall , in the fiscal year following the date of the initial use of such additional heating and cooling facilities , be at least equal to the annual amount required for the payment of debt service requirements on all Bonds then outstanding and the additional bonds to be issued . The term "net revenues" shall mean the gross revenues derived from the operation of the heating and cooling system by the Board of Regents after the deduction of operation and maintenance expenses .

D. The existing Utility Service Agreements and Control Service Agreements are amended to reflect the additional bonds .

Nothing herein contained shall be construed as preventing the Board of Regents from issuing refunding bonds , nor as preventing the Board of Regents from issuing obligations payable from and constituting a lien or charge on the revenues junior and inferior to the Bonds .

In the event additional bonds are issued , the supplemental Bond Resolution authorizing such additional bonds shall , among other things , provide that

all amounts derived from the operation of the additional facilities shall be deposited in the Revenue Fund. In addition, there shall be deposited in the Bond Fund Reserve, in full at the time of delivery of such additional bonds, the amount required to provide a minimum balance in said reserve equal to the maximum annual debt service requirements on the Bonds and additional bonds to be outstanding. An amount recommended by the Consulting Engineer for the additional bonds issued shall, at the time of the delivery of the additional bonds, be deposited in the Repair and Replacement Fund.

DELIVERY AND DISPOSITION OF PROCEEDS

SECTION 15. The bonds herein authorized shall be delivered by the State Treasurer of Oklahoma to The First National Bank and Trust Company of Oklahoma City, Oklahoma, pursuant to payment therefor at the principal amount thereof plus accrued interest to the date of delivery, and the sale of such bonds to said purchasers is hereby confirmed.

Upon delivery of and payment for the Bonds, accrued interest shall be immediately deposited in the Interest Account of the Bond Fund. The proceeds of the Bonds, excluding accrued interest on the Bonds, if any, shall be deposited with the Treasurer of the State of Oklahoma to the credit of a special account entitled the "University of Oklahoma Utility System Revenue Bonds, Project Fund," hereinafter called the "Project Fund." Monies contained in the Project Fund shall be drawn upon, with proper authorization for the following purposes:

- A. To pay the professional and miscellaneous expense incidental and necessary to the issuance of the Bonds.
- B. To transfer as soon as possible to the Trustee Bank for deposit

in the Principal and Interest Accounts of the Bond Fund, the following less accrued interest:

(1) To the Interest Account, an amount equal to the interest due July 1, 1975, and January 1, 1976, on the Bonds, plus an amount equal to a fraction $\frac{14}{65}$ of the interest due on July 1, 1976, and January 1, 1977, and less accrued interest received on the Bonds.

(2) To the Principal Account the amount of \$81,153.85.

C. To transfer as soon as possible to the Trustee Bank an amount equal to the maximum annual debt service requirement on the Bonds for deposit into the Bond Fund Reserve of the Bond Fund.

D. To transfer as soon as possible to the State Treasurer of the State of Oklahoma the amount of \$100,000 for deposit into the "Repair and Replacement Fund"; and

E. To pay the Project construction and acquisition costs; and

F. When all costs pertaining to the Project construction have been paid, any monies remaining in the Project Fund shall be transferred to the Special Reserve Fund.

Accrued interest shall be paid to the Trustee Bank at the time the Bond proceeds are received. The Trustee Bank shall deposit such accrued interest in the Interest Account of the Bond Fund.

RESTRICTIONS OF CHARGES, LIENS AND DISPOSAL OF SYSTEM PROPERTIES

SECTION 16. That the Board covenants and agrees that so long as any Bonds are outstanding against the Plant and Systems, it will not create or permit to be created any charge or lien on the revenues of the Steam and Chilled Water Plant and accompanying systems ranking equal or prior to the charge or lien of

these Bonds other than as provided in this Resolution. Further, the Board of Regents covenants and agrees that they shall promptly pay all interest and principal requirements on the Bonds and will faithfully observe and perform all agreements, covenants, and obligations to be performed under the Bond Resolution. Notwithstanding the foregoing, the Board of Regents may at any time sell, destroy, abandon, or otherwise dispose of or alter any of its Project facilities or property, provided that it is in full compliance with all covenants and undertakings in connection with all of its bonds or other obligations then outstanding and payable from the pledged income and provided that:

- A. The facilities or property acquired to replace the Plant and Systems disposed of or otherwise shall be of at least equal value or utility; and
- B. The proceeds from the sale or other dispositions are applied to either (1) redemption of outstanding Bonds payable from the pledged income in accordance with the provisions governing redemption of such bonds in advance of maturity, or (2) replacement of the facility or property so disposed of by another facility or other property; and
- C. The facility or properties to be disposed of, sold, abandoned, or destroyed are certified, by the Consulting Engineer, and concurred in by the Board of Regents, as being unserviceable, inadequate, obsolete, or unfit to be used, or no longer required for the operations and purposes heretofore enumerated.

The furnishings and equipment included and used in the Plant Project may be sold, destroyed, abandoned or otherwise disposed of if they are replaced with furnishings and equipment of not less than equal value and utility;

provided, however, that movable furnishings and equipment paid for from sources other than Bond proceeds may be sold, abandoned, otherwise disposed of, destroyed, or dismantled to the extent that the ability of the Board of Regents to operate the Plant and Systems is not in any way diminished.

INSURANCE

SECTION 17. That the Board agrees to keep the Project, including its furnishings and equipment, continuously insured through fire and extended coverage insurance against loss or damage by fire, lightning, windstorm, explosion and other hazards in amounts sufficient to provide for not less than full recovery whenever the loss from causes covered by such insurance does not exceed the full insurable value of the property. In case of loss the proceeds of insurance shall be promptly applied to the repair or restoration of the damaged or destroyed property and contents to their former condition. If the Board of Regents determines that the funds received from said insurance policies or otherwise on account of any loss shall be insufficient to make such property again usable for its intended purpose, then the funds received by reason of such loss shall be deposited in the Principal account of the Bond Fund and shall be applied, with any other money legally available for such purposes, to the retirement of Bonds and all bonds issued on a parity therewith. The Board agrees that it will also carry Use and Occupancy or similar type insurance in an amount sufficient to enable the Board to deposit in the Bond Fund out of the proceeds of such insurance in amount equal to the sum which would have been normally available for deposit in such fund from the revenues of the damaged property during the time the damaged property is unavailable for use: this coverage shall be procured with such terms and provisions as will provide for coverage of not less than four hundred (400) days after a one-hundred (100)

day exclusionary period, with provisions for the restitution of all fixed charges and expenses incurred during the period of loss, to the degree such charges and expenses would have been earned, had such loss not occurred. All proceeds derived from such Use and Occupancy policies shall be deposited in the Revenue Fund. Each such insurance policy shall be acceptable to the Trustee Bank and shall contain a loss payable clause making any loss thereunder payable to the Trustee Bank as its interest may appear.

PARTICULAR COVENANTS

SECTION 18. The Board of Regents covenants and agrees as follows:

- A. To punctually pay all interest and principal requirements on the Bonds and to faithfully observe and perform all agreements, covenants and obligations to be performed hereunder.
- B. To not create any pledge, lien, charge or other encumbrance upon the pledged income, other than the lien and pledge created hereby and any supplemental bond resolution hereto which would authorize and secure additional bonds.
- C. To pay or cause to be paid any governmental charges lawfully imposed upon the Power Plant and Systems and to keep the Power Plant and Systems free from all judgments, mechanics' and material liens and all other encumbrances.
- D. To proceed with all reasonable dispatch to complete the Project; to at all times operate or cause to be operated the heating and cooling system in an efficient manner and at a reasonable cost; to keep the facilities in good repair, working order, and condition; and shall make all necessary repairs, renewals, replacements, additions,

extensions and betterments thereto, so that at all times the business of the Board of Regents shall be properly and advantageously conducted.

E. The Board of Regents agrees that the heating and cooling service and computerized control system service produced by the Board of Regents shall be disposed of solely for the benefit of the Board of Regents and that the revenues derived from the operation and ownership of the facilities shall be sufficient to meet all requirements of the Bond Resolution and shall be disposed of in the manner specified herein.

F. To fix, maintain, and collect rates and charges for all services furnished and supplied by the Board of Regents, which shall be adequate to provide sufficient revenues for all purposes required by the Bond Resolution; and to not furnish or supply any service or commodity free of charge to any person, firm or corporation, public or private; and to promptly enforce the payment of any and all accounts owed to the Board of Regents by reason of its ownership and operation of the facilities by discontinuing service and/or filing suit therefore within sixty days after any such accounts are due.

G. The Board of Regents may sell, lease, or otherwise dispose of all or substantially all of the facilities, provided that simultaneously therewith, provision is made for the redemption of all of the Bonds then outstanding; and the Board of Regents may dispose of any portion of the facilities or properties thereof, which have been declared by the Board of Regents and certified by the Consulting Engineer as being unserviceable, inadequate, obsolete, or unfit to be used, or no longer required for the operation of the Board of Regents' business, as set out

in Section 16 of the Bond Resolution .

H. To retain a firm of independent engineers on a continuous basis for the purpose of providing the University with engineering council in the operation of the facilities as requested. In addition to other prescribed duties, the Consulting Engineers shall, not later than 120 days after the closing of each fiscal year make a physical inspection of the facilities and prepare a report based upon such examination and a survey of the management of the business of the facilities and the operation and maintenance of its properties and state if the Board of Regents has complied with the Bond Resolution; a copy of such report shall be filed with the Trustee Bank and a copy shall be mailed to any bondholder requesting same in writing.

I. To not consent to the rescission, alteration, amendment or modification of the Utility Service Agreements and the Control Service Agreements except: (i) when additional, similar agreements are entered into, (ii) with the written consent of the Trustee Bank, which consent may be given only if, in the opinion of the Trustee Bank, such action would not impair the effectiveness of said document as part of the security for the payment of the Bonds or reduce the income or increase the expenses of the Board of Regents, and would not materially adversely affect the

rights of the holders of the Bonds; (iii) as may be necessary in connection with the issuance of additional bonds; or (iv) with the written consent of the holders of two thirds in aggregate principal amount of the Bonds then outstanding.

J. To not consent to the assignment or transfer of the Utility Service Agreements or the Control Service Agreements without consent of the Trustee Bank.

OPERATING REPORTS

SECTION 19. That the Board of Regents further covenants and agrees to cause to be kept proper books of record and account (separate and apart from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Plant and Systems and the allocation and application of the income and revenues thereof, and that such books shall be available for inspection by the holder of any of the Bonds, who request the same in writing, his agents or representatives, at reasonable hours and under reasonable conditions. The Board shall cause its accounts to be audited by independent Certified Public or Municipal Accountants within ninety (90) days of the close of each fiscal year and such audit shall be published and made available for distribution. Not more than one hundred twenty (120) days after the close of each fiscal year the Board agrees to furnish to the Trustee Bank, the Financial Consultant, the principal underwriter of the Bonds and each holder of any of the Bonds who may so request a copy of such audit covering the operation of the Plant and Systems and as to pledged revenue for such fiscal year.

ENFORCEMENT OF RIGHTS

SECTION 20. That provisions of this Resolution shall constitute a contract between the Board and the holders of the bonds from time to time, which contract shall be subject to enforcement by such holders by the bringing of appropriate action, either at law or in equity, in any court of competent jurisdiction, as more particularly provided in the Trust Agreement entered into between the Regents and the Bank and approved July 26, 1973, the Supplemental Trust Agreement approved January 9, 1975, and any other Supplemental Trust Agreement executed in conjunction with any additional parity bonds issued.

TRUSTEE AND PAYING AGENT FEE

SECTION 21. That all charges made by the Trustee and paying agent banks for services rendered and for payment of principal of and interest on the Bonds will be paid from the Plant and Systems and will not be required to be paid by the holders of the Bonds or coupons.

AUTHORITY OF OFFICERS

SECTION 22. That the officers and agents of the Board and each of them shall be and they are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute and deliver in the name and under the corporate seal and on behalf of the Board all such instruments as may be necessary or desirable to carry out the terms and provisions of the Bond Resolution and of the Bonds to be issued hereunder, and without limiting the generality of the foregoing the officers and agents of the Board are hereby specifically authorized and directed to do all acts and things and to execute and deliver all such instruments in the name and under the corporate

seal and on behalf of the Board to comply with the existing agreement pertaining to the issuance, sale and delivery of the Bonds herein authorized.

TRUSTEE

SECTION 23. The First National Bank and Trust Company of Oklahoma City, Oklahoma, was designated Trustee Bank for the Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973; pursuant to the Bond Resolution and Trust Agreement adopted and executed on July 26, 1973, pursuant to which said Series 1973 Bonds are issued and secured on a parity with the Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, authorized by this Supplemental Bond Resolution and Supplemental Trust Agreement adopted and executed this 9th day of January, 1975. Pursuant to the Statutes of the State of Oklahoma and an official ruling by the Attorney General of the State of Oklahoma, one or more co-trustees may be appointed as Trustee Bank or Banks for bonds issued by the Regents of the University of Oklahoma. In the case an additional or Co-Trustee is appointed in conjunction with the issuance of the Series 1975 or any future parity bonds, the Bond Fund and the Special Reserve Fund for each such parity issue may be maintained with the additional or Co-Trustee Bank appointed in conjunction with that issue; provided that the Series 1973 and Series 1975 Bonds and all bonds issued in the future on a parity therewith shall be parity bonds and all funds held by whatever additional or Co-Trustee Bank are to be considered to be commingled and are held for the equal benefit of the holders of all the outstanding Series 1973 and Series 1975 Bonds and all bonds issued in the future on a parity therewith and all Trustee Banks shall cooperate to the fullest extent by the immediate transfer of monies or otherwise to insure the equal and ratable

payment of principal and interest on all the Series 1973 and 1975 Bonds and all bonds issued in the future payable on a parity therewith. The Trustee Bank shall be held harmless for the transfers of any monies upon the request of the Regents or their authorized agent for this purpose. Conversely, refusal to make such transfer shall constitute grounds for removal of such Trustee Bank by the Regents without any further action. Such Trustee or Co-Trustee, so long as they are acting as Trustee hereunder, shall hold the Bond Fund and its corresponding accounts (Interest, Principal, and Bond Fund Reserve Accounts), established in accordance with Section 10 hereof. The Trustee Bank shall not be required to take notice or be deemed to have notice of any state of default hereunder unless such notice be given in writing by a bondholder. The Trustee Bank may execute any trusts or powers hereunder and perform any duties hereunder through employees, Attorneys, Agents or Servants; and it shall be entitled to advice of counsel relative thereto, and may receive or recover any reasonable costs or expenses in connection therewith.

The Trustee Bank shall not be responsible for doing or performing any thing or act which the Board of Regents shall have covenanted to do or perform, or for any other compliance with any covenant by the Board of Regents, or for the sufficiency of the security for the Bonds issued, or otherwise as to maintenance of such security; nor shall the Trustee Bank be bound to ascertain or inquire as to the performance of any covenant, conditions or agreement by the Board of Regents, but it may require full information and advice in regard to any of the foregoing.

The Trustee Bank shall not be accountable for the use of any Bonds authenticated or delivered, or for any of the proceeds of such Bonds after the same shall have been paid out by it; and holders of the Bonds shall not be

entitled to any interest from the Trustee Bank on funds in its hands for payment of the same .

The Trustee Bank shall not be accountable for acting upon any notice , requisition , request , consent , certificate , order , affidavit or other information believed by it to be genuine and correct and to have been signed or sent by the person or persons proper to have done so.

The Trustee Bank shall not be bound to recognize any person or persons as a bondholder or bondholders or to take action at his or their request , unless such Bond or Bonds be deposited with the Trustee Bank or submitted to it for inspection ; and any action taken by the Trustee Bank pursuant to such request shall be conclusive and binding upon all future owners of the same Bond or any Bonds issued in exchange therefor or in place thereof .

SAVING CLAUSE

SECTION 24. That if it shall ever be held by a court of competent jurisdiction that any one or more sections , clauses or provisions of this resolution is invalid or ineffective for any reason such holding shall not effect the validity and effectiveness of the remaining sections , clauses and provisions hereof .

In the event , at any future date it is determined by the Office of the Attorney General that under existing statutes , any funds or accounts created by the Bond Resolution , should appropriately be maintained with the State Treasurer for the State of Oklahoma , then , in that event , such funds or accounts shall be transferred accordingly from the Trustee Bank to the deposit of the State Treasurer .

SECTION 25. This Supplemental Bond Resolution hereby supplements and amends the Bond Resolution passed by the board of Regents on July 26 , 1973 ,

insofar as it authorizes the issuance and prescribes the terms of the \$6,500,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, on a parity with the outstanding \$10,125,000 Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973, and henceforth both the Bond Resolution and the Supplemental Bond Resolution shall be read together as one and herein collectively referred to as "Bond Resolution" and only insofar as there is conflict between the two shall the Bond Resolution of July 26, 1973, govern. The Bond Resolution is hereby incorporated by reference into the Trust Agreement dated as of July 26, 1973, and the Supplemental Trust Agreement of even date herewith and said Bond Resolution is hereby assigned to the Trustee Bank, or Co-Trustee Bank, as the case maybe, for the benefit of the holders of the outstanding Series 1973 and Series 1975 Bonds and all bonds issued in the future on a parity therewith are third party beneficiaries.

SECTION 26. That all resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this resolution shall become effective immediately after its adoption.

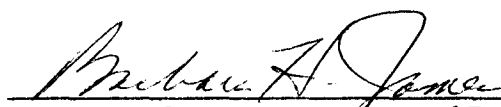
ADOPTED and APPROVED this 9th day of January, 1975.



President, Board of Regents of the
University of Oklahoma

(SEAL)

ATTEST:



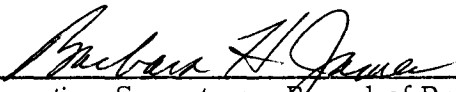
Executive Secretary, Board of Regents of the
University of Oklahoma

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

I, Barbara James, do hereby certify that I am the duly qualified and acting Executive Secretary of the Board of Regents of the University of Oklahoma.

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of said Board held on January 9, 1975, and of a resolution adopted at said meeting, as said minutes of said meeting are officially of record in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this 9th day of January, 1975.



Executive Secretary, Board of Regents of the
University of Oklahoma

(SEAL)

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA MET IN
REGULAR SESSION AT DINING ROOM NO. 1 OF THE STUDENT UNION OF THE UNI-
VERSITY OF OKLAHOMA IN NORMAN, OKLAHOMA, ON THE 9TH DAY OF JANUARY,
1975, AT 2:00 O'CLOCK P.M.

PRESENT: Jack H. Santee, President; Walter Neustadt, Jr., Vice -
President; Mack M. Braly; Thomas R. Brett; Bob G.
Mitchell; K. D. Bailey; Richard A. Bell; and Barbara H.
James, Executive Secretary
ABSENT: None

THEREUPON, a resolution entitled:

SUPPLEMENTAL TRUST RESOLUTION

ADOPTING A TRUST AGREEMENT RELATING TO
\$6,500,000 REGENTS OF THE UNIVERSITY OF OKLAHOMA,
UTILITY SYSTEM REVENUE BONDS SERIES 1975 AND
AUTHORIZING EXECUTION ON BEHALF OF THE BOARD OF
REGENTS.

was introduced and read in full by the Secretary.

THEREUPON, Regent Brett moved that said resolution be adopted and
approved. Such action not requiring a second, a vote was taken with the
following result:

AYE: Santee, Neustadt, Braly, Brett, Mitchell, Bailey, Bell

NAY: None

The President declared the motion carried and the resolution adopted
and approved; that resolution reads as follows:

SUPPLEMENTAL TRUST RESOLUTION

ADOPTING A TRUST AGREEMENT RELATING TO \$6,500,000 REGENTS OF THE UNIVERSITY OF OKLAHOMA, UTILITY SYSTEM REVENUE BONDS SERIES 1975 AND AUTHORIZING EXECUTION ON BEHALF OF THE BOARD OF REGENTS.

WHEREAS, the Board of Regents of the University of Oklahoma, acting for and on behalf of the University of Oklahoma, did on the 9th day of January, 1975, by resolution authorize the issuance of Bonds in the sum of \$6,500,000 for the purpose of paying for the cost of extending and improving the steam and chilled water plant at the Oklahoma Health Science Center; and

WHEREAS, The First National Bank and Trust Company of Oklahoma City, Oklahoma, is designated in said Resolution as Trustee of certain funds for the benefit of the holders of the said Bonds.

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF OKLAHOMA:

Section 1. That the President and Secretary of the Board of Regents of the University of Oklahoma be and they are hereby authorized to execute on behalf of the Board of Regents, to become effective upon delivery of all or any part of \$6,500,000 Regents of the University of Oklahoma, Utility System Revenue Bonds, Series 1975, the following Trust Agreement.

Supplemental Trust Agreement Resolution

SUPPLEMENTAL
TRUST
AGREEMENT

THIS CONTRACT AND AGREEMENT made and entered into by the Board of Regents of the University of Oklahoma, Party of the First Part, and The First National Bank and Trust Company of Oklahoma City Oklahoma, a national banking association organized and operating under the laws of the Unites States of America, herein sometimes called "Trustee Bank", Party of the Second Part.

WITNESSETH:

WHEREAS, the Board of Regents of the University of Oklahoma, did on the 26th day of July, 1973, by a Bond Resolution authorize the issuance of The Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1973, in the sum of \$10,125,000 for the purpose of paying the cost of purchasing a steam and chilled water plant at the Oklahoma Health Science Center and make additions and improvements to said Power Plant and Systems, including a computerized monitoring system, which Bond Resolution is incorporated by reference and made a part of this Contract; and

WHEREAS, by Resolution and Trust Agreement, dated July 26, 1973 the Board of Regents did designate The First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, as Trustee Bank for said Series 1973 Bonds; and

WHEREAS, the Board of Regents of the University of Oklahoma, acting for and on behalf of the University of Oklahoma, did on the 9th day

of January, 1975, by a Supplemental Bond Resolution authorize the issuance of The Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, in the sum of \$6,500,000 for the purpose of paying for the cost of extending and improving the steam and chilled water plant at the Oklahoma Health Science Center, on a parity with said Series 1973 Bonds, a copy of which Supplemental Bond Resolution is hereto attached and made a part of this Contract; and

WHEREAS, said Board of Regents of the University of Oklahoma did by said Supplemental Bond Resolution designate The First National Bank and Trust Company of Oklahoma City Oklahoma, Party of the Second Part herein, as Trustee of certain funds hereinafter more fully described in the Supplemental Bond Resolution for the benefit and protection of the holders of the Bonds above described; and

WHEREAS, unless otherwise specified aforesaid Bond Resolution and Supplemental Bond Resolution shall herein collectively be called "Bond Resolution" and aforesaid Trust Agreement and Supplemental Trust Agreement shall herein collectively be called "Trust Agreement" and further, the aforesaid Series 1973 and Series 1975 Bonds shall be collectively called "Bonds"; and

WHEREAS, the Second Party has consented to act as such Trustee for the purposes aforesaid;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO:

NOW, THEREFORE, in consideration of the payment by the Second Party to the First Party of the sum of \$1.00, the receipt of which is hereby

acknowledged, and in consideration of the acceptance by the Second Party of the Trust hereby created, as evidenced by all sums and liabilities at any time secured hereby, including interest and attorneys' fees, with respect to all of the foregoing and also any and all sums for which the Second Party may be or become obligated to pay for or on behalf of the First Party arising in connection with their duties under this Supplemental Trust Agreement and Bond Resolution, whether by agreement or by operation of law, and to secure and assure the strict, full and prompt performance and observance by the First Party of each and every covenant, warranty and agreement undertaken by it herein, the First Party does by these presents, grant, bargain, sell, alien, remise, release, convey, transfer, assign, confirm, set over, and pledge unto the Trustee Bank, or if co-Trustee Banks are appointed hereunder, to the Trustee Banks, its or their successors in trust and assigns, its interest in the operation and revenues of the Power Plant and Systems situated upon Block 21, Amended Plat of Oak Park Addition, City of Oklahoma City, Oklahoma; together with all the improvements thereon and with any personal property belonging to the University located upon, in or about said premises, and all revenues from all such real estate and improvements thereon and personal property located thereon; said revenues to be deposited and transferred in accordance with the Bond Resolution.

TO HAVE AND TO HOLD all and singular, the aforesaid Trust Estate, including all additional property which by the terms hereof, has or may become subject to the lien of the Trust Agreement and Bond Resolution, unto the Second Party, its successors in trust and assigns, forever, IN TRUST,

nevertheless, for the equal and proportionate benefit and security of all present and future holders of the Bonds issued pursuant to the provisions and secured by the Bond Resolution and the Trust Agreement, without preference, priority, or distinction as to lien or otherwise of any one of the Bonds over any other or others of the Bonds, to the end that each holder of the Bonds has the same rights, privileges and lien under and by virtue of the Bond Resolution and the Trust Agreement; and conditioned, however, that if the First Party shall well and truly pay or cause to be paid or cause sufficient monies to be placed in escrow which, when invested, will cause to be paid fully and promptly when due all the Bonds and other indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of the covenants, warranties and agreements contained herein to be by them kept, performed and observed, then and in such event the Trust Agreement shall become void and of no further force and effect.

The First Party covenants and agrees with, and does hereby covenant unto the Second Party, that it has good right and lawful authority to pledge, assign and otherwise involve the Trust Estate to the extent and in the manner herein provided; that the Trust Estate is free and clear of all liens, claims, demand, encumbrances, taxes, special assessments and governmental charges which could or might in any way adversely affect or prejudice the rights, interest, powers and privileges hereby vested in and conferred upon the Second Party;

and that the First Party will not suffer any lien or encumbrance upon the Trust Estate pledged under the provisions hereof, or any part thereof, superior to the security or lien hereof to accrue or be created or do or suffer any act or thing whereby the security hereof may be diminished or impaired, and will keep the Trust Estate in good operating condition and repair. The First Party further covenants and agrees to forever defend the title to each and every part and parcel of the Trust Estate against the claims and demands of all persons whomsoever.

A. The First Party hereto accepts and undertakes the performance of the following duties in the manner more fully prescribed in the said Bond Resolution:

1. The Board of Regents shall cause to be punctually paid all interest and principal requirements on the Bonds and will faithfully observe and perform all agreements, covenants and obligations to be performed under the Bond Resolution.
2. The Board of Regents shall not create any pledge, lien, charge or other encumbrance upon the pledged income, other than the lien and pledge created by the Bond Resolution and any supplemental bond resolution hereto which would authorize and secure additional bonds.
3. The Board of Regents will pay or cause to be paid any governmental charges lawfully imposed upon the trust estate and will keep the trust estate free from all judgments, mechanics' and material liens and all other encumbrances.

4. The Board of Regents shall proceed with all reasonable dispatch to complete the Project; shall at all times operate or cause to be operated the heating and cooling system in an efficient manner and at a reasonable cost; shall keep the facilities in good repair, working order, and condition; and shall make all necessary repairs, renewals, replacements, additions, extensions and betterments thereto, so that at all times the business of the Board of Regents shall be properly and advantageously conducted.
5. The Board of Regents agrees that the heating and cooling service and computerized control system service produced by the Board of Regents shall be disposed of solely for the benefit of the Board of Regents and that the revenues derived from the operation and ownership of the facilities shall be sufficient to meet all requirements of the Bond Resolution and shall be disposed of in the manner specified therein.
6. The Board of Regents shall fix, maintain, and collect rates and charges for all services furnished and supplied by the Board of Regents, which shall be adequate to provide sufficient revenues for all purposes required by the Bond Resolution; and shall not furnish or supply any service or commodity free of charge to any person, firm or corporation, public or private; and shall promptly enforce the payment of any and all accounts owed to the Board of Regents by reason of its ownership and

operation of the facilities by discontinuing service and/or filing suit therefor within sixty (60) days after any such accounts are due.

7. The Board of Regents may sell, lease, or otherwise dispose of all or substantially all of the facilities, provided that simultaneously therewith, provision is made for the redemption of all of the Bonds then outstanding; and the Board of Regents may dispose of any portion of the facilities or properties thereof, which have been declared by the Board of Regents and certified by the Consulting Engineer as being unserviceable, inadequate, obsolete, or unfit to be used, or no longer required for the operation of the Board of Regents' business, in accordance with Section 16 of the Bond Resolution
8. The Board of Regents shall keep the facilities insured to the extent available, at reasonable cost with responsible insurers with policies payable to the Board of Regents and the Trustee Bank as their respective interests may appear against risks of direct physical loss, damage, or destruction of the properties, at least to the extent that similar insurance is usually carried by private corporations operating like properties, and shall at all times keep the facilities insured against loss of use and occupancy from any of the aforesaid hazards, in such an amount as shall provide for not less than 400 days after a 100-day exclusionary period, a coverage equal to the net earnings which are prevented by such loss, plus such fixed charges and expenses as must necessarily continue during the period of such loss, to the extent

that such fixed charges and expenses would have been earned had not such loss occurred. All as more specifically set out in the Bond Resolution.

9. The Board of Regents shall keep proper books of account and within ninety (90) days after the close of each fiscal year of the Board of Regents, it shall cause its accounts to be audited by independent Certified Public or Municipal Accountants and a copy of such audit shall be filed promptly with the Trustee Bank and sent to any holder of the Bonds who requests the same in writing.
10. The Board of Regents shall retain a firm of independent engineers on a continuous basis for the purpose of providing the University with engineering counsel in the operation of the facilities as requested. In addition to other prescribed duties, the Consulting Engineers shall, not later than 120 days after the closing of each fiscal year make a physical inspection of the facilities and prepare a report based upon such examination and a survey of the management of the business of the facilities and the operation and maintenance of its properties and state if the Board of Regents has complied with the Bond Resolution; a copy of such report shall be filed with the Trustee Bank or Banks, as the case may be, and a copy shall be mailed to any bondholder requesting same in writing.

11. The Board of Regents shall not expend any of the income, revenues, receipts, profits, and other monies of the facilities for any extensions, betterments, and improvements thereto which are not economically sound or which shall not properly and advantageously contribute to the conduct of the business in an efficient and economical manner.
12. The Board of Regents will not consent to the rescission, alteration, amendment or modification of the Utility Service Agreements and the Control Service Agreements except; (a) with the written consent of the Trustee Bank, or Banks, which consent may be given only if, in the opinion of the Trustee Bank or Banks, such action would not impair the effectiveness of said document as part of the security for the payment of the Bonds or reduce the income or increase the expenses of the Board of Regents, and would not materially adversely affect the rights of the holders of the Bonds; (b) as may be necessary in connection with the issuance of additional bonds; or (c) with the written consent of the holders of two-thirds in aggregate principal amount of the Bonds then outstanding.
13. The Board of Regents will not consent to the assignment or transfer of the Utility Service Agreements or the Control Service Agreements without consent of the Trustee Bank or Banks.
14. The Board of Regents will vest in the Trustee Bank or Banks or the holder or holders of 50% or more of the Bonds

the right to enter into possession of the Plant
and to operate it until a default is remedied or until all
bonded indebtedness related to the Plant is retired,
whichever shall first occur.

15. The Board of Regents hereby assigns to the Party of the Second Part for the benefit of the holders of the Bonds its right to enforce all Utility Service Agreements and Control Service Agreements entered into with various entities maintaining facilities in and around the University of Oklahoma Health Sciences Center for the provision of heat and chilled water and/or computer monitoring services to secure the payment of all principal of and interest on its \$10,125,000 Utility System Revenue Bonds, Series 1973, its \$6,500,000 Utility System Revenue Bonds, Series 1975 or any Bonds issued on a parity therewith pursuant to the terms of the Trust Agreement and the Bond Resolution.

16. The Board of Regents shall pay all reasonable charges made by the Trustee and Paying Agent Banks for services rendered under this Agreement according to the normal schedule of charges for similar services by the Trustee and paying agent bank. In cases of extraordinary services performed, the Trustee Bank or Banks, shall receive just and reasonable compensation for such services.

B. The Second party hereto accepts and undertakes the performance of the following duties in the manner more fully prescribed in the said Bond Resolution:

1. To maintain separately a Bond Fund (which shall contain an Interest Account and Principal Account and a Bond Fund Reserve Account), and a Special Reserve Fund all as more specifically defined in aforesaid Bond Resolution.
2. To receive monies from the State Treasurer of the State of Oklahoma from the Project Fund and to deposit same in the Principal Account and Interest Account of the Bond Fund and the Bond Fund Reserve Account and Special Reserve Fund in the amounts and in the manner set out in the Bond Resolution.
3. To hold in trust the money paid to the Trustee by First Party or the State Treasurer to be used for the following purposes.
 - a. To pay or cause to be paid promptly the principal of and interest on the bonds when due, whether the bonds and coupons are presented to the Trustee Bank or Banks or the Fiscal Agent of the State of Oklahoma in the City of New York; or in the event of the discontinuance of that Agency, then The Chase Manhattan Bank, N.A., New York City, New York, and to pay the required paying agent and Trustee Bank or Banks fees.
 - b. To pay the principal of bonds prior to maturity when

so directed upon proper notice by First Party.

- c. To make payments to First Party from the Special Reserve Fund upon request by First Party, as provided in the Bond Resolution.
 - d. To redeem the Term Bonds in part by lot in the amounts and on the dates set out in the Bond Resolution.
4. To secure the amount of money deposited in the funds set out in the previous paragraph numbered (1) by qualified securities as may then be required by all applicable State or Federal laws regarding the security for, or granting a preference in the case of the deposit of Trust Funds which qualified securities shall have a market value not less than the total amounts on deposit in said accounts.
 5. To continuously invest and reinvest monies contained in the Principal Account, the Interest Account, and Bond Fund Reserve Account of the Bond Fund and the Special Reserve Fund in securities that shall mature in a manner consistent with the use of the monies contained in such Account, Reserve, or Fund as set out in Bond Resolution. These monies may be invested in direct general obligations of or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America; bonds, debentures, or notes issued by any of the following agencies: Bank for Cooperatives, Federal Land Banks, or Federal National Mortgage Associations, including Participation Certificates; Public Housing Bonds, Temporary Notes, or Preliminary Loan Notes, fully

secured by contracts with the United States of America; full faith and credit direct and general obligations of any State, or unlimited tax direct and general obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the three (3) highest rating categories by one nationally recognized bond rating agency and are legal investments for fiduciaries in both New York and Oklahoma; and bank savings accounts, or time certificates of deposits, or certificates of deposit, provided that such accounts or certificates are collaterally secured by securities which themselves are previously described as being eligible and have a market value at least equal to the amount held in such bank savings accounts or held under such certificates of deposit and are in or issued by a bank having capital and surplus of not less than \$15,000,000.

6. To deposit interest earned on the investment of the Project Fund; the Principal Account, the Interest Account, and the Bond Fund Reserve of the Bond Fund; and the Special Reserve Fund in the Account, Reserve, or Fund from which it was derived. When not required to meet requirements as set out in the Bond Resolution, the investment income and other monies contained in the Bond Fund Reserve in excess of the minimum balance required in said Reserve, may, at the discretion of the Board of Regents, be transferred to the Principal Account of the Bond Fund to be used to purchase or redeem bonds prior to stated maturity.

7. In the event of failure by First Party to cause to be deposited in the Principal Account and Interest Account of the Bond Fund, at the time stated in the Bond Resolution, the amounts of money necessary to meet interest and principal payments when due and the amounts of money necessary to create and maintain the Bond Fund Reserve or the deposits in the Special Reserve Fund in accordance with the provisions of the Bond Resolution, then and in that event the Second Party shall, upon request of the holders of fifty (50) per cent of the bonds, take appropriate action to enforce compliance with the terms of the said Bond Resolution insofar as they apply to such payments. Second Party shall be indemnified to its satisfaction in reasonable amounts. The obligation of Second Party to enforce compliance with the terms of the Bond Resolution shall not extend beyond those requirements of the Bond Resolution that relate to deposits of money caused to be made by the First Party in the Principal Account and Interest Account in the Bond Fund, the Bond Fund Reserve Account and the Special Reserve Fund, in the custody of the Trustee Bank or Banks; provided, however, that Second Party agrees to perform other and additional services in connection with enforcing terms of the Bond Resolution if so requested in writing by holders of forty (40) per cent of the bonds. Second Party shall be properly indemnified to its satisfaction in reasonable amounts in connection with such other and additional services.

CONCERNING THE TRUSTEE BANK

C. It is agreed between the First Party and Second Party hereto as follows:

1. The Trustee Bank shall be entitled to rely upon the advice of attorneys, professional architects, and accountants, and any act or omission to act done or omitted by the Trustee Bank in reliance upon such advice and counsel shall not constitute negligence.
2. The Trustee Bank shall not be liable for the consequences of any error in judgment, oversight, or for the acts or omissions of any person selected by it with reasonable care.
3. The Trustee Bank shall not be required to take notice or be deemed to have notice of any state of default hereunder unless such notice be given in writing by a bondholder.
4. The Trustee Bank may execute any trusts or powers hereunder and perform any duties hereunder through employees, attorneys, agents or servants, and it shall be entitled to advice of counsel in regard thereto, and may receive or recover any reasonable costs or expenses in connection therewith.
5. The Trustee Bank shall not be responsible for doing or performing any thing or act which the Board of Regents shall have covenanted to do or perform, or for any other compliance with any covenant by the Board of Regents, or for the sufficiency of the security for the Bonds issued, or otherwise as to maintenance of such security;

nor shall the Bank be bound to ascertain or inquire as to the performance of any covenant, condition or agreement by the Board of Regents, but it may require full information and advice in regard to any of the foregoing.

6. The Trustee Bank shall not be accountable for the use of any Bonds authenticated or delivered, or for any of the proceeds of such Bonds after the same shall have been paid out by it; and the holders of the Bonds shall not be entitled to any interest from the Trustee Bank on funds in its hands for payment of the same.
7. The Trustee Bank shall not be accountable for acting upon any notice, requisition, request, consent, certificate, order, affidavit or other information believed by it to be genuine and correct and to have been signed or sent by the person or persons proper to have done so.
8. The Trustee Bank shall not be bound to recognize any person or persons as a bondholder or bondholders or to take action at his or their request, unless such Bond or Bonds be deposited with the Trustee Bank or submitted to it for inspection; and any action taken by the Trustee Bank pursuant to the Bond Resolution upon request or authority of the bondholders shall be conclusive and binding upon all future owners of the same Bond or any Bonds issued in exchange therefor or in place thereof.
9. If at any future date, it is determined by the Attorney General of the State of Oklahoma that under existing statutes any funds or accounts created by the Bond Resolution should appropriately

be maintained by the State Treasurer of the State of Oklahoma, then such funds or accounts shall be transferred from the Trustee Bank accordingly.

EVENTS OF DEFAULT

D. The First Party further covenants and agrees with the Second Party the holders from time to time of the Bonds, in order to protect and safeguard the security for the payment of the Bonds, that if any one or more of the following events (hereinafter referred to as "Events of Default") shall happen, that is to say:

1. Should the First Party
 - a. Fail to keep the properties of the Power Plant and System free and clear of all adverse claims and demands and all liens and encumbrances whatsoever, or
 - b. Fail to keep said properties in proper repair, or commit or allow waste thereon with respect thereto, or
 - c. Fail to comply with any statutes, rules or regulations with respect to or affecting said properties and operation thereof by the First Party, or
 - d. Fail to procure and provide the aforesaid insurance.
2. Should the Trustee Bank or Banks encounter any adverse claims or other difficulties or obstacles in endeavoring to secure for itself or themselves, or the beneficiaries hereunder the benefit and advantage of all rights, powers, priorities and privileges vested in and conferred upon the banks by the Bond Resolution or there be any litigation concerning the validity of the Bond Resolution,

then the Second Party, at its sole option and discretion (after first giving the First Party ten (10) days' written notice to cure such default and failure of the First Party to so comply within said ten-day period), either in its own name or in the name of the First Party, may compromise or discharge any such liens, adverse claims and demands, claim or liability, and encumbrances; make any such repairs, eliminate any such waste; cause each such statute, rule or regulation to be complied with; procure and provide any such insurance; enter an appearance in and defend against any such judicial or other proceedings and file and prosecute therein such cross-petition or counterclaim as to the Second Party may deem proper; institute and prosecute all such suits and actions as may be deemed necessary, expedient or advisable to allay and remove any such adverse claim or other difficulty or obstacle, and (without limitation by virtue of the express enumeration of powers hereinabove) do or cause to be done any and all other and further things which the Second Party may deem proper for the protection of the Power Plant and Systems and its rights under the Utility Service Agreements and/ or Control Service Agreement and the Bonds, all at the University's expense.

In event of the happening of an Event of Default, or should any Bond or any part of the indebtedness, liabilities, obligations or other sums at any time secured hereby, including interest and attorney's fees, be placed in the hands of an attorney or attorneys for collection after the happening of an Event of

Default, then the First Party shall, in each and every event, immediately pay from the Revenue Fund a reasonable sum to the Second Party for the purpose of compensating the attorneys for the Second Party for their services in defending against any such judicial or other proceedings and in prosecuting any such cross-petition, counter-claim, suit or action, and also to promptly pay all costs, expenses, outlays and expenditures incurred or made by or on behalf of the Second Party in connection with the compromise or discharge of any such claims, the procurement of any insurance, the enforcement of the Bond Resolution, the enforcement of the Utility Service Agreements and/or the Control Service Agreements, and making collection by suit. All such costs, expenses, outlays, expenditures, and attorneys' fees shall bear interest from the time of payment thereof by the Second Party at the rate of ten percent (10%) per annum payable semi-annually until paid, and may be included in any judgment, if not paid before that time; and all such costs, expenses, outlays, expenditures and attorneys' fees, with interest, shall be secured, equally and ratably with the Bonds, by the Bond Resolution and the Trust Agreement, and notwithstanding any other provisions hereof to the contrary, the Second Party may, in any manner and at any time deemed advisable in its sole discretion, obtain reimbursement for all or any part thereof out of any funds or property collected or received by the Second Party under the Bond Resolution or the Trust Agreement.

The Second Party shall be under the duty and responsibility

to properly account for whatever funds or property may actually be received by it hereunder; and further, the undertaking, doing or performance by the Second Party of any of the foregoing acts or things shall never be construed or held to be a waiver of an Event of Default or prevent it from appointing a receiver or temporary trustee or trustees as provided herein because of the happening of an Event of Default.

APPOINTMENT OF TEMPORARY TRUSTEES

In the Event of the appointment of a receiver for the First Party or for any part of the Power Plant and Systems, or in the event bankruptcy proceedings are instituted by or against the First Party, or in the event the First Party makes an assignment of a substantial part of its assets for the benefit of its creditors, or in the event the First Party fails to strictly and promptly comply with any of its covenants and agreements herein or in the Bond Resolution or to strictly and promptly perform any provisions hereof, or thereof (after the Second Party has first given the First Party ten days' written notice to comply therewith and upon failure of the First Party so to comply within said ten day period), or in the event the First Party fails to pay or cause to be paid promptly when due, all or any of the Bonds secured hereby, and by the Bond Resolution, or the interest thereon, or any other indebtedness, liabilities, obligations or other sums at any time secured hereby, including interest and attorneys' fees, or in event the priority of the assignment and pledge contained in the Bond Resolution and this Trust Agreement shall not be established and at all times fully maintained upon and

with respect to the Power Plant and Systems and the revenues derived therefrom, or in the event the First Party is found or adjudged not to have had good right and full power and authority to encumber said Power Plant and Systems and Revenues and income therefrom or any part thereof in the manner hereby contemplated, then and in any such event, the Second Party shall be entitled at its option and election and without prior notice to or demand upon the First Party (but, upon written demand of the holders of at least fifty percent (50%) of Bonds then outstanding, the Second Party must immediately proceed) to have or cause to be appointed a receiver or temporary trustee or trustees to take charge of said Power Plant and Systems for the purpose of operating the same and collecting the income and profits therefrom and the proceeds thereof.

On the happening of an Event of Default as defined herein then and in every such case the Trustee Bank or Banks or the holders of a majority in principal amount of the Bonds outstanding hereunder may appoint a receiver or temporary trustee or trustees for the First Party for the purpose of operating the Plant and collecting the income and profits therefrom and the proceeds thereof. Every appointment shall be in writing and shall specify the default or defaults existing hereunder whereby the power of appointment hereby granted is invoked, shall designate by name the person or persons to be such receiver or temporary trustee or trustees.

1. Any receiver, temporary trustee or trustees, who shall have been appointed by the Trustee Bank or Banks hereunder may be supplanted by a receiver, temporary trustee or trustees appointed by the holders of at least 50% of the Bonds then outstanding hereunder. The Receiver, temporary trustee

or trustees shall receive a reasonable fee for his or their services in any amount fixed by the Trustee Bank or Banks which may be changed by holders of at least 50% of Bonds then outstanding, to be paid from the Revenues of the Trust Estate.

2. The written appointment of any receiver, temporary trustee or trustees hereunder shall be sent by registered mail to the First Party.
3. Upon the curing of the default or defaults pursuant to which any receiver, temporary trustee or trustees shall have been appointed, and if there shall not be then any default under any of the provisions of this instrument, the First Party may give written notice to the Trustee Bank or Banks of the curing of said default or defaults and of the non-existence of any other defaults hereunder, and upon the delivery of said notice to the Trustee Bank or Banks hereunder, the receiver, temporary trustee or trustees appointed hereunder shall ipso facto cease to have any power or authority under the Trust Agreement or under the Bond Resolution and the First Party shall be reinstated with all rights and powers to the same extent as though a receiver or temporary trustee or trustees had not been appointed.
4. During the period of continuance of any Event of Default, hereunder, the receiver or temporary trustee or trustees appointed as provided herein shall remain in possession of the

Power Plant and Systems, and shall operate and manage the same, and all Revenues of every kind and character received pursuant to the Utility Service Agreements and the Control Service Agreements of the Regents shall be deposited and disposed of in accordance with the provisions of the Bond Resolution; provided, however, that the appointment of any receiver or temporary trustee or trustees pursuant to the provisions of this section shall not be construed as curing or waiving any Event of Default hereunder, and notwithstanding any such appointment of any receiver or temporary trustee or trustees, the Trustee Bank or Banks hereunder may enforce any other remedy in the Bond Resolution and the Trust Agreement.

Upon the occurrence of any Event of Default, the Trustee Bank or Banks shall, upon written demand of the holders of at least 50% of the Bonds then outstanding, either after entry, or without entry, proceed by suit or suits at law or in equity to enforce payment of the principal of and interest on the Bonds then due hereunder and to enforce the Bond Resolution.

Upon occurrence of an Event of Default or other default hereunder, all amounts collected and received by the Trustee Bank or Banks pursuant to the Bond Resolution shall be deposited in the Bond Fund and used to make the following payments from time to time in the order stated:

- a. All charges, costs and expenses of enforcing the Bond Resolution and the Trust Agreement, including such as may have been incurred in connection with disposition proceedings hereunder;
- b. The then remaining unpaid balance of all indebtedness evidenced by the Bonds and additional parity bonds, equally and ratably, with interest thereon at the rate specified;
- c. All other indebtedness, liabilities, obligations and sums then secured by the Bond Resolution and the Trust Agreement, with interest thereon as specified, all of which shall be paid equally and ratably; and
- d. The balance, if any, remaining after the full payment and satisfaction of all items mentioned in subdivisions a, b, and c above, inclusive, shall be paid to the First Party.

The Trustee Bank or Banks may, with the consent of the holders of at least 50% of Bonds then outstanding waive any Event of Default hereunder other than a default in payment, as and when due, of principal of or interest upon any Bonds.

No remedy hereby conferred upon or reserved unto the Trustee Bank or Banks or any beneficiary hereunder is intended to be exclusive of any other remedy so conferred or reserved, or to be exclusive of any other applicable remedies now or hereafter authorized or permitted by law; but

each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, as well as in addition to all such other remedies now or hereafter existing in law, in equity or by statute.

E. It is mutually agreed by the parties hereto that the said Bond Resolution, certified copy of which is attached herewith, is hereby adopted as part of the Trust Agreement, and all provisions of said Bond Resolution that relate to operation of the trusteeship shall be binding on both parties hereto in the same manner as though set forth fully herein; and the failure to specify in this Agreement particular duties expressed or implied in the resolution shall not be deemed a waiver of such duties by either party to this Agreement; provided, however, enforcement of any of the provisions of said Bond Resolution shall only be in accordance with the terms and provisions of the Trust Agreement.

F. The First Party to this Agreement reserves the right to appoint a new trustee under any of the following conditions:

1. If the Trustee Bank or Banks give notice that it wishes to terminate its trusteeship;
2. If the First Party becomes dissatisfied for good cause reasonably demonstrated with the conduct of the Trustee Bank or Banks in its handling of trust funds or trust affairs;
3. Or upon request of sixty (60) per cent of the holders of the

bonds authorized by the Bond Resolution herein referred to;

4. If the Trustee Bank or Banks does not comply with the Bond Resolution or Trust Agreement;
5. If bonds are issued on a parity with the Bonds and it is deemed advisable by the First Party then an additional or co-trustee may be appointed.

In case the First Party wishes to terminate the Trust Agreement with the Trustee Bank or Banks under paragraphs (2) and (3) above it shall give the Trustee Bank or Banks thirty (30) days' notice of such intention, and upon the appointment of a new trustee after the above period of notice it shall be the duty of the Trustee Bank or Banks to transfer to such new trustee all funds and things of value received by said Trustee Bank or Banks under the terms of this Agreement and to account fully to said First Party for its administration of the trust herein undertaken.

The provisions of this section shall not be construed as applying to any application to a court of record made by either party to enforce the provisions of the trust or to remove a trustee or to appoint a new trustee, but this section shall give remedies in addition to the legal remedies last mentioned.

- G. The Second Party to this Agreement reserves the right to resign as Trustee following reasonable notice of such intention. In no case shall such notice be less than thirty (30) days.
- H. The Bond Resolution and Trust Agreement are fully incorporated

herein by reference and made a part hereof as if fully set out herein,
and it is acknowledged that this Agreement is a Third Party bene-
ficiary contract for the holders of the outstanding Bonds.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their
hands and seals on this 9th day of January, 1975.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

By James H. Lantier
President

ATTEST:

Richard L. James
Executive Secretary

(Party of the First Part)

(SEAL)

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF OKLAHOMA CITY, OKLAHOMA

By J. D. Kays
Vice President

ATTEST:

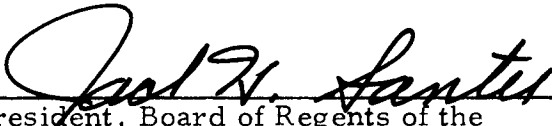
Helen S. Pritchard
Assistant Cashier

(Party of the Second Part)

(SEAL)

(Other business not pertinent to the above appears in the minutes of the meeting).

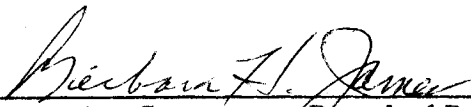
Pursuant to motion duly made and carried, the meeting of the Board of Regents of the University of Oklahoma was adjourned.



President, Board of Regents of the
University of Oklahoma

(SEAL)

ATTEST:



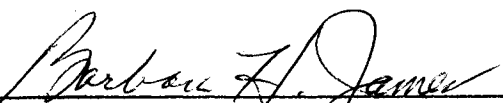
Executive Secretary, Board of Regents
of the University of Oklahoma

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, Barbara H. James, do hereby certify that I am the duly qualified and acting Executive Secretary of the Board of Regents of the University of Oklahoma.

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of said Board held on January 9, 1975, and of resolutions adopted at said meeting as said minutes and resolutions are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this 9th day of January, 1975.



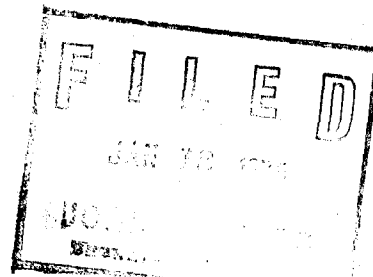
Executive Secretary, Board of Regents of
the University of Oklahoma

(SEAL)

OFFICE OF SECRETARY OF STATE

STATE OF OKLAHOMA

Capitol Building
Oklahoma City, Oklahoma



PUBLIC OFFICIAL'S CERTIFICATE OF MANUAL SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Jack H. Santee, of lawful age and being duly sworn
on oath says:

That he is the duly qualified and acting President
(official title)

of the Board of Regents of the University of Oklahoma
(official designation of governmental unit of agency)

of the State of Oklahoma and as such is an "authorized officer" as defined in the
Uniform Facsimile Signature of Public Officials Act, 62 Oklahoma Statutes 1959
Supplement, Sections 601-606; Session Laws of 1959, Pages 258-259; Senate Bill
No. 18, Sections 1-8, 27th Oklahoma Legislature;

That pursuant to the provisions of the said Act, affiant herewith tenders
for filing in the Office of the Secretary of State of the State of Oklahoma the
manual signature of such officer for the uses and purposes in said Act set forth;

That further pursuant to the provisions of said Act, said officer does
hereby certify under oath that the following is the genuine manual signature of
said official, and the impression of the official seal of the Board of Regents
of the University of Oklahoma:

(manual signature)

Dated this 9th day of January, 1975. (Seal Above)

Jack H. Santee
(Signature of Affiant)

Subscribed and sworn to before me this 9th day of January, 1975.

J. Scott Brown
Notary Public

My commission expires 6/15/77

NOTE: Please submit this form executed in duplicate. Please use black typewriter ribbon or permanent black ink in filling blanks.

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

RE: \$6,500,000 Board of Regents of the
University of Oklahoma Utility System
Revenue Bonds, Series 1975

We, the undersigned President of the Board of Regents of the University of Oklahoma and Vice-President for Administration and Finance of the University of Oklahoma, certify and reasonably expect that the following will occur with respect to \$6,500,000 Utility System Revenue Bonds, Series 1975, dated January 1, 1975:

1. That within six (6) months after the date of issue of the bonds the Regents will incur substantial binding obligation to commence or acquire the project or portions thereof which will involve the expenditure or obligation to expend an amount equal to or greater than, two and one half per cent (2 1/2%) of the total estimated cost of the project.

2. Work on the project will proceed with due diligence toward completion.

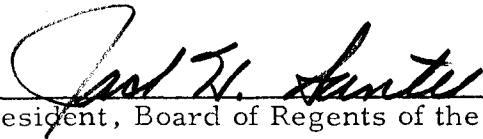
3. At least eighty-five per cent (85%) of the expendable proceeds of the bonds will be expended for project costs by December 31, 1977.

4. The yields on any acquired obligations purchased with the proceeds of the aforesaid bonds except obligations in a reasonably required reserve or replacement fund and obligations held only during the temporary period shall exceed the yield on the aforesaid bond issue by no more than one eighth per cent (1/8%).

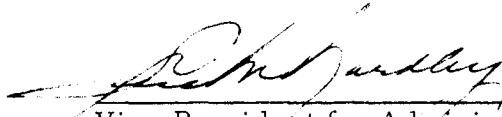
5. The project will not be disposed of in whole or in part prior to the last maturity of the bonds.

6. The original proceeds of the bond issue will not exceed by more than five per cent (5%) the amount necessary for the purpose of the issue.

On the basis of the foregoing it is not expected that the proceeds of the bonds will be used in a manner that would cause the bonds to be arbitrage bonds under Section 103 (d) of the Internal Revenue Code and the regulations prescribed under that Section. To the best of our knowledge and belief there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.



President, Board of Regents of the
University of Oklahoma



Vice-President for Administration and
Finance of the University of Oklahoma

SUBSCRIBED and SWORN to before me this 18th day of February,
1975.



Notary Public

My commission expires 6-15-77.

FAGIN, BROWN, BUSH, SELVIDGE & TINNEY

ATTORNEYS & COUNSELORS AT LAW

SUITE 2720 FIRST NATIONAL CENTER

OKLAHOMA CITY, OKLAHOMA 73102

February 18, 1975

405-235-3413

GEORGE J. FAGIN
J. SCOTT BROWN
GARY M. BUSH
MARK F. SELVIDGE
MICHAEL D. TINNEY

IN RE: \$6,500,000 Board of Regents
of the University of Oklahoma Utility
System Revenue Bonds, Series 1975

We, the undersigned, Fagin, Brown, Bush, Selvidge & Tinney, Attorneys for the Board of Regents of the University of Oklahoma, have conducted an investigation regarding the issuance on February 18, 1975, of \$6,500,000 in Utility System Revenue Bonds, dated January 1, 1975. This investigation included:

1. Consultation with the University Vice President regarding;
 - a. Investment proceeds received during the term of the issue;
 - b. The use of the proceeds of the issue remaining after the temporary period;
 - c. The amount of expenditures for the project during the temporary period;
 - d. The acquired obligations which are to be allocated to the proceeds of the issue;
 - e. The method used to determine the yield of the obligations of the issue and acquired obligations to be allocated to the issue.
2. Consultation with the Board of Regents regarding plans for any disposition of the property.
3. Examination of the amount needed for the purpose of the issue and the amount of the issue.
4. Consultations with the University Vice-President for Administration and Finance regarding the use of bond proceeds.

Based upon the foregoing investigation it is our opinion that the Certification of the President of the Board of Regents and Vice-President for Administration and Finance of the University is not unreasonable.

Respectfully submitted,

*Fagin, Brown, Bush,
Selvidge & Tinney*

SIGNATURE IDENTIFICATION AND NON-LITIGATION CERTIFICATE

The undersigned hereby certify that we are respectively the duly qualified and acting President and Executive Secretary of the Board of Regents of the University of Oklahoma, which Board of Regents constitutes the governing board of the University of Oklahoma. That the said Jack H. Santee has been President of the Board of Regents of the University of Oklahoma since March 14, 1974. That Barbara H. James has been Executive Secretary of the Board of Regents of the University of Oklahoma since July 1, 1974.

We further certify that the following were the officers and members of the Board of Regents of the University of Oklahoma, who were such officials at the time of the passing of the hereinafter mentioned resolution providing for the issuance of \$6,500,000 Board of Regents of the University of Oklahoma Utility System Revenue Bonds, Series 1975, dated January 1, 1975:

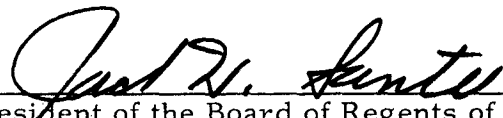
Jack H. Santee, President
Walter Neustadt, Jr., Vice President
Mack M. Braly
Thomas R. Brett
Bob G. Mitchell
K. D. Bailey
Richard A. Bell
Barbara H. James, Executive Secretary

We further certify that pursuant to authorization properly vested in them the undersigned Jack H. Santee, President, by his facsimile signature, and the undersigned Barbara H. James, by her manual signature, did execute the Utility System Revenue Bonds, Series 1975, of the Board of Regents of the University of Oklahoma, dated January 1, 1975, denomination of \$5,000 each, numbered from 1 to 1300, inclusive, \$2,335,000 of which being Serial Bonds, due serially on January 1 in each of the years 1976 to 1993, inclusive, and \$4,165,000 of which being Term Bonds due January 1, 2005, all bearing interest and callable for redemption as set out in the hereinafter mentioned Resolution, by signing said bonds in the manner and capacity indicated by their respective signatures and titles subscribed thereto, and we further certify that the said Jack H. Santee was at the time of the execution of said bonds the President of the Board of Regents of the University of Oklahoma, and that the undersigned Barbara H. James is now and was at the time of the execution of said bonds the duly qualified and acting Executive Secretary of the Board of Regents of the University of Oklahoma.

We further certify that the facsimile signatures of the said Jack H. Santee and Barbara H. James are lithographed on the coupons attached to said bonds and that there has been imprinted on each of said bonds the corporate seal of the Regents of the University of Oklahoma.

We further certify that there is no controversy or litigation pending or threatened affecting the corporate existence of the Regents of the University of Oklahoma, or the Board of Regents of the University of Oklahoma, or the title of the present officials thereof to their respective offices or in any way affecting the validity or enforceability of said bonds, and that none of the proceedings pertaining to the issuance of said bonds, including the Resolution of the Board of Regents of the University of Oklahoma, dated January 9, 1975, have been amended or rescinded.

IN WITNESS WHEREOF, we have hereunto affixed our signatures and impressed hereon the official seal of the Regents of the University of Oklahoma this 18th day of February, 1975.



President of the Board of Regents of the
University of Oklahoma



Executive Secretary of the Board of Regents
of the University of Oklahoma

(SEAL)

February 18, 1975

Honorable Leo Winters
State Treasurer
State Capitol Building
Oklahoma City, OK 73105

Dear Sir:

You are hereby authorized and directed to deliver to The First National Bank and Trust Company of Oklahoma City, the following bonds:

\$6,500,000 Utility System Revenue Bonds, Series 1975,
dated January 1, 1975, numbered from One to 1300, both
inclusive, of the denomination of \$5,000 each,

upon receipt by you of par plus accrued interest to the date of delivery of such bonds.

Upon receipt of such monies, accrued interest on the Bonds in the amount of \$64,688.65 shall be immediately transferred to the Interest Account of the Bond Fund kept with The First National Bank and Trust Company of Oklahoma City, as Trustee Bank. The proceeds of the Bonds, excluding accrued interest, shall remain with the Treasurer of the State of Oklahoma as delineated in the Bond Resolution.

You are further directed to immediately transfer to The First National Bank and Trust Company of Oklahoma City, as Trustee, as delineated in the Bond Resolution, the amount of \$682,241.73, less the amount of accrued interest transferred pursuant to the paragraph next above, for deposit in the Principal Account and Interest Account of the Bond Fund representing \$560,487.50, the first year's debt service, and \$121,754.23, a portion of the second year's debt service allocated to Phase IV of the Project.

You are further directed to immediately transfer to The First National Bank and Trust Company of Oklahoma City, as Trustee, \$565,287.50, which shall be equal to the maximum annual principal and interest requirements on the Bonds, for deposit in the Bond Fund Reserve Account of the Bond Fund.

You are further directed to immediately transfer to the University of Oklahoma Utility System Repair and Replacement Fund held by you, the amount of \$100,000.

You are further directed, upon proper authorization by the Board of Regents, to pay the professional and miscellaneous expense incidental and necessary to the issuance of the bonds.

You are further directed, upon proper authorization by the Board of Regents, to pay all Project development or construction costs; and

When all costs pertaining to Project development or construction have been paid and proper authorization of an official of the University of Oklahoma have been received, you are further directed to transfer any monies remaining in the Project Development Fund to the Special Reserve Fund maintained with The First National Bank and Trust Company of Oklahoma City.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Just H. Lantz", is written over a horizontal line.

President, Board of Regents of the
University of Oklahoma

TREASURER'S RECEIPT

I, the undersigned, do hereby certify that I am the duly qualified and acting State Treasurer of the State of Oklahoma, and as such officer, I further certify that \$6,500,000 Utility System Revenue Bonds, Series 1975, of the Board of Regents of the University of Oklahoma, a body corporate under the name of Regents of the University of Oklahoma, numbered 1 to 1300, both inclusive, denomination of \$5,000 each, dated January 1, 1975, due serially on January 1 in each of the years 1976 to 2005, inclusive, bearing interest and optional for redemption as provided in the Resolution of the Board of Regents of the University of Oklahoma enacted January 9, 1975, have been on this date delivered to the purchaser thereof, The First National Bank and Trust Company of Oklahoma City, Oklahoma, and associates, and that said Bonds were on said date paid for in full by said purchasers in accordance with the terms of the contract of sale and at a price of par and accrued interest.

I do further certify that the officers whose signatures appear on said Bonds were in occupancy and possession of their respective offices at the time of the execution of said Bonds as aforesaid, and that Jack H. Santee and Barbara H. James are now, respectively, the duly qualified and acting President and Executive Secretary of the Board of Regents of the University of Oklahoma.

I further certify that the facsimile signatures of the President and Executive Secretary of the Board of Regents of the University of Oklahoma, acting for and in behalf of the University of Oklahoma, are on each of the coupons attached to said Bonds as so delivered, and that there is imprinted on each of said Bonds the corporate seal of the Regents of the University of Oklahoma.

I further certify that \$6,500,000 constituting the proceeds of the Bonds have been turned over to me to be placed in the University of Oklahoma Utility System, Series 1975 Project Fund as set out in Section 15 of the Resolution of the Board of Regents of the University of Oklahoma enacted January 9, 1975, and the disbursements have been made upon proper authorization as set out in Section 15 of said Resolution.

I further certify that accrued interest in the amount of \$ 64,688.65 has been forwarded to the Trustee Bank under said Bond Resolution for deposit in the Interest Account of the Bond Fund.

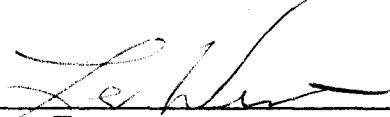
I further certify that I have transferred to The First National Bank and Trust Company of Oklahoma City, as Trustee, as delineated in the Bond Resolution, the amount of \$682,241.73, less the amount of accrued

interest transferred pursuant to the paragraph next above, for deposit in the Principal Account and Interest Account of the Bond Fund representing \$560,487.50, the first year's debt service, and \$121,754.23, a portion of the second year's debt service allocated to Phase IV of the Project.

I further certify that I have transferred to The First National Bank and Trust Company of Oklahoma City, as Trustee, \$565,287.50, which shall be equal to the maximum annual principal and interest requirements on the Bonds, for deposit in the Bond Fund Reserve Account of the Bond Fund.

I further certify that I have transferred to the University of Oklahoma Utility System Repair and Replacement Fund held by me, the amount of \$100,000.

IN WITNESS WHEREOF, I have hereunto set my official hand and affixed hereto my official seal of office this _____ day of February, 1975.

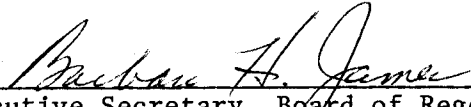


State Treasurer

(SEAL)

I, the undersigned, Barbara H. James, the duly qualified and acting Executive Secretary of the Board of Regents of the University of Oklahoma, hereby certify that as of the date of the foregoing State Treasurer's Receipt, being the date of the actual delivery to the purchasers of the bonds therein described, there is not threatened or pending litigation of any nature affecting the authorization, issuance or legality of the bonds described in said receipt, or the revenues from which they are to be paid, and that the revenues pledged to the payment of principal of and interest on said bonds have not been pledged or hypothecated in any other manner or for any other purpose except for payment of the Regents bonds issued on a parity therewith.

WITNESS my official signature and the corporate seal of said Board of Regents this 18th day of February, 1975.



Executive Secretary, Board of Regents
of the University of Oklahoma

(SEAL)