## Texas Research Incentive Program

### Match Request Confirmation

<table>
<thead>
<tr>
<th>Institution</th>
<th>Control Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Tech University</td>
<td>2015-020</td>
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<table>
<thead>
<tr>
<th>Certification Date (Deposit Date)</th>
<th>10/10/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipt Date</td>
<td>10/15/2014</td>
</tr>
<tr>
<td>Days Since Certification</td>
<td>5</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Donation Amount</th>
<th>$472,564</th>
</tr>
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<tbody>
<tr>
<td>Allowable Match</td>
<td>$236,282</td>
</tr>
<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Fundable Amount Remaining** $236,282

<table>
<thead>
<tr>
<th>Percent Matched</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Type</td>
<td>Foundation</td>
</tr>
<tr>
<td>Purpose</td>
<td>Program Expenses</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Agriculture</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions
Complete the fields below and attached a copy of the following:
- Donor Check (or payment instrument)
- Proof of deposit (Circle date and amount)
- Documentation defining the donor agreement (include any documents referenced)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>✓ Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Donor Type</td>
<td>Foundation</td>
<td>✓ Fully executed donor agreement attached describing the purpose and the restrictions of the gift.</td>
</tr>
<tr>
<td>Discipline Supported</td>
<td>Agriculture</td>
<td></td>
</tr>
<tr>
<td>Deposit Date</td>
<td>October 10, 2014</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>$472,564.13</td>
<td></td>
</tr>
<tr>
<td>The Donation is to fund:</td>
<td>Program Expenses</td>
<td></td>
</tr>
</tbody>
</table>

Comments
Click here to enter text.
Research By Item Report
DepositDirect
Report Created on 10/10/2014 1:09:59 PM by kpearce

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

THE DATE OF THIS CHECK CONTAINS A SECURITY PINNING. DO NOT ACCEPT WITHOUT HOLLOWING AN ARREST TO VERIFY SECURITY PINNING.

ARREST
IDENTIFICATION
7-9371-180

DATE OF CHECK     CHECK NUMBER
08/30/2014         1808417

CHECK AMOUNT
$472,564.13

Valid After 180 Days

PAY
FOUR HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED SIXTY FOUR DOLLARS
AND THIRTEEN CENTS

TO THE ORDER OF
TEXAS TECH FOUNDATION INC

0 0002

0000
20141010
201410100000032500000300002

Description: Check
Aux On Us: $472,564.13
Amount: $472,564.13
Routing Transit: 098008002

Tracer: 20141010900003250000300002
EPC: 18084177
Account Number: 098008002

Deposit Date: 10-10-14

Page: 1 of 1
September 12th, 2014

Jane Piercy  
Director of Development and External Relations  
College of Agricultural Sciences and Natural Resources  
Texas Tech University  
PO Box 42123  
Lubbock, TX 79409

Dear Ms. Piercy,

[Redacted] is pleased to provide funds in the amount of $72,564.13 to Texas Tech University's Fiber and Biopolymer Research Institute for research on Foam Indigo Dyeing of Cotton Yarns: Machine Design and Process Control.

We are pleased that we will be able to partner with Texas Tech University on this project, and look forward to working with you in the future.

Sincerely,

[Signature]
# Texas Research Incentive Program

## Match Request Confirmation

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>Control Number</th>
<th>2015-022</th>
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<tr>
<td>Receipt Date</td>
<td>10/24/2014</td>
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<td>Days Since Certification</td>
<td>11</td>
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<table>
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<tr>
<th>Donation Amount</th>
<th>$127,659</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowable Match</td>
<td>$63,830</td>
</tr>
<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Fundable Amount Remaining         | $63,830    |

<table>
<thead>
<tr>
<th>Percent Matched</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Type</td>
<td>Private</td>
</tr>
<tr>
<td>Purpose</td>
<td>Program Expenses</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Environmental Sciences</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions
Complete the fields below and attached a copy of the following:
- Donor Check (or payment instrument)
- Proof of deposit (Circle date and amount)
- Documentation defining the donor agreement (include any documents referenced)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[redacted]</td>
<td>✅ Fully executed donor agreement attached describing the purpose and the restrictions of the gift.</td>
</tr>
<tr>
<td>Donor Type</td>
<td>Private</td>
<td></td>
</tr>
<tr>
<td>Discipline Supported</td>
<td>Environmental Sciences</td>
<td></td>
</tr>
<tr>
<td>Deposit Date</td>
<td>October 13, 2014</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>$127,659.00</td>
<td></td>
</tr>
</tbody>
</table>

The Donation is to fund: Program Expenses

Comments

Click here to enter text.
Research By Item Report
DepositDirect
Report Created on 10/16/2014 9:15:14 AM by kpearse

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

PAY TO THE ORDER OF TEXAS TECH FOUNDATION

$127,659.00

One Hundred Twenty-Seven Thousand Six Hundred Fifty-Nine and 00/100 DOLLARS

TEXAS TECH FOUNDATION
BOX 421216
LUBBOCK, TX 79409-2125

MEMO
Wildlife Toxicology Laboratory Pro Kendal

Description: Check
Aux On Us: 001553
Amount: $127,659.00
Routing Transit: 

Tracer: 201410139000003250000100016
EPC: 
Account Number: 
Process Control: 
Deposit date: 10/13/14
Texas Tech Foundation, Inc. (A Texas Non-Profit Corporation)
Non-Endowed Gift Agreement

Donor(s): ____________________________

Donor(s) Address: ____________________________
Dallas, Texas 75235

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: The Institute of Environmental and Human Health

Campus: Lubbock

Name of Fund: Northern Bobwhite Quail Population Assessment Fund

Amount: $127,659 (Gift will fund research activities; eligible for TRIP matching funds as per program guidelines)

Gift Purpose/Restrictions:
This gift is for funding of a parasite treatment research study related to bobwhite quail in West Texas and to advance the knowledge of the impact of medicated feed on parasites in bobwhite quail.

Type of Gift:

☒ Cash

☐ Non-Cash Asset

Description of Asset: ____________________________

☐ Pledge

Payment Terms: ____________________________

Date of Last Payment: ____________________________

☐ Deferred

Source of Funding: ____________________________

☐ Transfer

Source of Funding: ____________________________
Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

In the event Texas Tech Foundation, Inc. dissolves, whether voluntarily or involuntarily, all of the corpus of the endowment and any accumulated earnings shall be transferred to and become the property of either (i) Texas Tech University System, or (ii) a non-profit corporation that is (a) exempt from taxation under section 501(c)(3) of the Internal Revenue Code, or its successor provisions, and (b) restricted in its activities solely to the support of the Texas Tech University System.

Executed on the 16th day of September, 2014.

Scotty W. Cooksey, CFRE
Interim Chief Operating Officer
Texas Tech Foundation, Inc.

Ron Kendall
Account Manager

I. Nancy Callison
Development Officer

Institutional Advancement
Form Revised 9/2013
Grantor Name: [Redacted]

Program Name: Northern Bobwhite Quail Population Assessment When Receiving Medicated Feed for Parasite Control

1. Purpose of Grant
This grant is for funding of a parasite treatment study related to bobwhite quail in West Texas. The purpose of this funding is to advance the knowledge of the impact of medicated feed on parasites in bobwhite quail.

2. Grant Amount
[Redacted] recognizes that this is a three year project with a total grant amount of $305,171. Effective immediately, [Redacted] is providing funding of $127,659 to support the first year of the project, which would represent the timeframe 9/1/14 - 8/31/15.

3. Principal Investigator
Dr. Ronald J. Kendall, Ph.D.

4. Grant Contact
Dr. Ronald J. Kendall, Ph.D.
Professor of Environmental Toxicology
ron.kendall@ttu.edu
806.786.4480

5. Period of Support
9/1/14 – 8/31/15

Accounting Guidelines
The grantee shall indicate the grant separately on its book of accounts. A systematic accounting record shall be kept by the grantee of the receipt and disbursement of funds and expenditures incurred by the terms of the grant.

Reporting Guidelines
Narrative and financial reports shall be furnished by the grantee to [Redacted] for each budget period of the grant and upon expiration. Such reports shall be furnished to Jay Stine.
a member of Quail Coalition, is dedicated to sustaining and restoring the
vulnerable population of wild quail in Texas. grants virtually all of their money raised to
quail conservation entities that share the same mission. With these grants, expects the
grantee to be a good steward of the funds in return for the promise of consideration for future
funding from the organization. expects full transparency and full disclosure related to the
funding specific to this grant, and reserves the right to cancel pending funds if evidence of non-
compliance is discovered. Our ultimate hope is that valuable and useful knowledge can be
gleaned from the results of this funding, and that information can be shared with the scientific
community to help in the mission of restoring wild quail populations.

Grantee

Scotty W. Cooksey

(Signature) 10/2/14 (Date)

Printed Name: Scotty W. Cooksey

Title: Vice Chancellor and Chief Operating Officer

Ronald J. Kendall

10/3/14

Ronald J. Kendall

Park Cities Quail

Professor of Environmental Toxicology
Texas Tech University

(Signature) 1-14-2014 (Date)

Printed Name:

Title:

Treasurer
# Texas Research Incentive Program

## Match Request Confirmation

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<thead>
<tr>
<th>Institution</th>
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<tbody>
<tr>
<td>Texas Tech University</td>
<td>2015-031</td>
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<th>Certification Date (Deposit Date)</th>
<th>10/21/2014</th>
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<td>Receipt Date</td>
<td>11/12/2014</td>
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<td>Days Since Certification</td>
<td>22</td>
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<th>$200,000</th>
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<td>Allowable Match</td>
<td>$100,000</td>
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<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Fundable Amount Remaining | $100,000 |

<table>
<thead>
<tr>
<th>Percent Matched</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Type</td>
<td>Foundation</td>
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<tr>
<td>Purpose</td>
<td>Professorship</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Business Administration</td>
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Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

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</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td></td>
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<tr>
<td>Donor Type</td>
<td>Foundation</td>
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<tr>
<td>Discipline Supported</td>
<td>Business Administration</td>
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<td>Deposit Date</td>
<td>October 21, 2014</td>
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<td>Amount</td>
<td>$200,000</td>
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<tr>
<td>The Donation is to fund:</td>
<td>Professorship</td>
</tr>
</tbody>
</table>

Deposit verification attached

Fully executed donor agreement attached describing the purpose and the restrictions of the gift.

Comments
Click here to enter text.
Research By Item Report
DepositDirect

Report Created on 10/21/2014 10:44:23 AM by kpearce

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation
Research ID: 1-28
Status: Acknowledged

---

NO. 000067476 000-000 433
DATE October 16, 2014
AMOUNT $200,000.00

PAY
Texas Tech Foundation

TO THE ORDER OF
Two Hundred Thousand Dollars and NO Cents

PNC Bank, N.A.
Jeannette PA

---

0000
20140221
2014021900003250000100028

---

Description: Check
Aux On Us: 000067476
Amount: $200,000.00
Routing Transit: 043001297

Tracer: 2014021900003250000100028
EPC: 
Account Number: 
Process Control:

Deposit date: 10-21-14

---

Page: 1 of 1
Donor(s): [Redacted]

Donor(s) Address: [Redacted]

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: Rawls College of Business/
School of Accounting

Campus: Texas Tech University

Name of Endowment: The [Redacted] Accounting Professorship

Amount: $600,000 (only $200,000 eligible for matching funds from the Texas Research Incentive Program [TRIP] as per program guidelines)

Gift Purpose/Restrictions:
Spendable funds are to support an endowed faculty professorship in accounting.
Funds are to be used to support the endowed professor's research efforts.
The endowed professor will be selected by a committee in the School of Accounting and approved by the Dean.
An in-depth review and evaluation of the endowed professor will occur every three years.
At that time, the faculty member holding the professorship may be re-appointed or a new faculty member selected.

Type of Gift:
- [ ] Cash
- [ ] Non-Cash Asset
- [x] Pledge

Payment Terms:
- Transfer from existing non-endowed fund (T24G083B54024200) $275,000
- Pledge from [Redacted] $225,000 payable $200,000 in 2014, $25,000 payable
  2015-2016 note: endowments are to be fully funded within 3 years
  TRIP matching funds $100,000

Date of Last Payment: [Redacted]

- [ ] Deferred

Source of Funding:
- [x] Transfer
  
  Source of Funding: Transfer from existing non-endowed fund (T24G083B54024200)
  $275,000
The corpus of the endowment shall be separately accounted for; provided, however, that the funds may be commingled for investment purposes.

Spendable income shall be used as directed by the spending policy of the Texas Tech University System and Texas Tech Foundation, Inc. in accordance with the stated restrictions on the gift and governing law regarding the management, investment and expenditure of institutional funds.

The endowment shall be managed in accordance with the endowment policies and other such policies of the Texas Tech University System and Texas Tech Foundation, Inc. as they currently exist or may be amended from time to time.

Texas Tech Foundation, Inc. shall furnish to the Donor(s), at least annually, a report reflecting the endowment corpus activity since the date of the last report.

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revest to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

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Executed on the 28 day of OCTOBER, 2014.

Scotty W. Cooksey, CFRE
Interim Chief Operating Officer
Texas Tech Foundation, Inc.

Debra LaVere
Senior Associate Dean

Lance A. Nail
Dean, Rawls College of Business

Lisa Allison
Development Officer
<table>
<thead>
<tr>
<th><strong>Texas Research Incentive Program</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Match Request Confirmation</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Texas Tech University</strong></th>
<th><strong>2015-032</strong></th>
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</table>

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<tr>
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<tbody>
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<td><strong>Receipt Date</strong></td>
<td><strong>11/12/2014</strong></td>
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<td><strong>Days Since Certification</strong></td>
<td><strong>6</strong></td>
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<table>
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<tr>
<th><strong>Donation Amount</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Allowable Match</strong></td>
<td><strong>$2,000,000</strong></td>
</tr>
<tr>
<td><strong>Disallowed Amount</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

| **Fundable Amount Remaining**        | **$2,000,000** |

<table>
<thead>
<tr>
<th><strong>Percent Matched</strong></th>
<th><strong>100%</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Donor Type</strong></td>
<td><strong>Private</strong></td>
</tr>
<tr>
<td><strong>Purpose</strong></td>
<td><strong>Program Expenses</strong></td>
</tr>
<tr>
<td><strong>Target Discipline</strong></td>
<td><strong>Other Sciences</strong></td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

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THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

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<th>Institution</th>
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<th>Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Donor Type</td>
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<tr>
<td>Discipline Supported</td>
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<td>Deposit Date</td>
<td>November 6, 2014</td>
<td></td>
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<tr>
<td>Amount</td>
<td>$2,000,000</td>
<td></td>
</tr>
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</table>

The Donation is to fund: Program Expenses

Comments

Click here to enter text.
Incoming Wire-Advice of Credit INCOMING WIRE

Date 11/06/2014  Wire Create Time:0957

Texas Tech Foundation
ATTN: CRAIG FINLAYSON
PO BOX 45025
LUBBOCK TX 79409-

Account #: ******410
Amount: 2,000,000.00
GFX Reference: 20143100073200

Beneficiary: ****410
TEXAS TECH FOUNDATION

OBI: DONATION

BBI:

RFB: 00003614
IMAD: 201411061187031R022117

To protect your account information and the account information of the beneficiary, account numbers have been masked.

Please do not respond to this email address as it is an unmonitored mailbox.

For questions regarding recurring wires, please call 1.214.525.9161.

All other questions can be directed to your local PlainsCapital branch.
DEED OF GIFT AGREEMENT

I, the undersigned ("Donor"), herewith give & donate to Texas Tech University ("Donee") cash in the amount of $2,000,000 (two million dollars in currency of the United States of America), (hereafter the "Donation"), under the following terms & conditions:

[1] the Donation is to be regarded, handled and attributed at all times and in all respects as an anonymous gift, both internally within Donee and externally, until such time as Donor may consent in writing to Donee's external/public and/or internal acknowledgment of the Donation. Until Donor’s written consent is secured, neither Donee nor any individual affiliated with or employed by the Donee shall disclose Donor’s identity, imply or reveal any information that could indicate Donor’s identity, or otherwise expressly or implicitly attribute the Donation to Donor either internally within Donee or externally/to the public. Only those individuals affiliated with or employed by Donee with a documented and legitimate “need to know” shall be made aware of the Donor’s identity;

[2] the parties acknowledge that Donee anticipates the Donation to be matched by- & with funds not less than $2,000,000 (two million dollars of currency of the United States of America) by the State of Texas under its TRIP Program (or the functional equivalent thereof). Donee agrees to make all reasonable efforts to secure the TRIP Program matching donation, which is understood to be entirely congruent with established public policy of the State but subject to continued legislative appropriation. Donee acknowledges that the receipt of the Donation does not imply a commitment on behalf of Donor to continue funding beyond the term outlined in this Agreement and the Work Plan and Budget, and further that the Donor shall have no obligation under any circumstances to increase, renew or extend the Donation, including in the event that Donee is unable to secure the TRIP Program matching donation, as contemplated herein;

[3] the Donation, and the TRIP Program matching amount from the State of Texas, if any, are to be both exclusively applied to comprise the “Aggregated Donation,” and are to be allocated and expended under the sole- & exclusive judgment & determination of the Vice President for Research (VPR) of Donee, subject in all instances to the stipulations and restrictions as to the use of the Aggregated Donation set forth in this Agreement and in the attached Work Plan and Budget, incorporated herein by reference. The Aggregated Donation will be used exclusively to fund the research activities and objectives stated within this Agreement and in the attached Work Plan and Budget. Donee agrees that no administrative costs will be funded from the Aggregated Donation. Donee further agrees that only facility modifications that are specifically required to accomplish the stated objectives set forth in this Agreement and the attached Work Plan and Budget will be permitted as costs to be funded by the Aggregated Donation, and further that any such costs will not exceed US $200,000 over the life of the Donation. Donee further agrees that no ‘rent’ will be charged for the laboratory space utilized by the research program that is funded through Aggregated Donation. All research activities to be funded by the Aggregated Donation will be conducted within the Center for Emerging Energy Sciences (CEES), which will be established at Texas Tech University, reporting to the VPR, and charged to operate the research effort funded by the Aggregated Donation. The VPR will keep the Donor’s designated representative informed on all matters regarding the research direction of the Center and a report on progress and expenditures will be submitted to the Donor quarterly or at other time intervals designated by the Donor;

[4] the Aggregated Donation is to be expended expeditiously and essentially entirely on research for the express purpose of highly efficiently- & swiftly obviating the major extant technical ambiguities surrounding the set of phenomena in metal hydrides generally known as “Anomalous Heat Effects (AHE)” and more distantly termed “cold fusion,” in a prejudice-free manner, in full accordance with modern scientific principles and the best
professional practices of the pertinent scientific and engineering disciplines, consistent with the sound precepts of the recommendations of the U.S. Department of Energy’s 2005 review of this subject;

[5] the Donation is made by Donor subject to the provisions of the USA Internal Revenue Code Section 170 and are tax deductible under section 170(a)(1) as contributions in recognition of the Donee’s formally recognized status as an entity described in section 170(b)(1)(A)(v) of the Internal Revenue Code of 1986 (the “Code”, as amended, and in the expectation that all expenditures of the Donation will be made exclusively for and in support of public purposes. Donee shall comply with the substantiation requirements of section 170(f)(8) of the Code by providing the Donor with a contemporaneous written acknowledgement of the Donation meeting the requirements of Treas. Reg. section 1.170A-13(f);

[6] Donee shall inform Donor’s Representative in writing no less than 60 days in advance of “publication” (in the US Patent & Trademark Office sense of the term) of any & all results arising from the efforts supported in whole or in part by the Donation, and Donee shall act prudently to secure any & all intellectual property arising from these efforts so that their economic consequences are devoted principally to public charitable purposes;

[7] If any of the foregoing conditions is not met, the entire unexpended balance of the Donation shall be returned promptly to the Donor;

[8] the Donation shall be subject to the pertinent laws of the State of Texas and of the USA, and any disputes arising shall be resolved by nonbinding agreement mediated by the American Arbitration Association, with expenses thereof shared equally by Donor and Donee.

Donated this day in the city of Seattle of the State of Washington and accepted in the city of Lubbock of the State of Texas, both of the United States of America.

\[\]

\[\]

Oct 31, 2014

Date

Accepted & agreed, for Texas Tech University (Donee),

\[Scotty W. Cooksey\]

11/3/14

Scotty W. Cooksey, Vice Chancellor for Institutional Advancement

Texas Tech University System

\[M. Duane Nellig\]

11/5/14

M. Duane Nellig, President

Texas Tech University
Work Plan and Budget: Center for Emerging Energy Sciences (CEES)

Objectives:
1) Conclusively demonstrate that the Anomalous Heat Effect (AHE) is repeatable upon demand at energy production levels that are at least a thousand times larger than is consistent with a chemical origin.
2) Conclusively determine if the AHE produces helium-4 gas in proportion to the energy output. If so, then experimentally determine this constant of proportionality.
3) On a ‘best effort’ basis, determine that the AHE consumes D₂ in proportion to the energy output. If so, then experimentally determine this constant of proportionality.
4) Determine the intensity and the spatial distribution of the loaded metals ‘hot spots’ during AHE production. Examine metals for evidence of isolated, extreme heat release that evolve far faster than known thermal processes would permit. Determine how the likely heat release from these isolated regions of the metal scale with the observed AHE energy release. Establish baseline images of these surfaces before D₂ loading and/or heat release events.
5) Search experimentally for other systems that exhibit the AHE.
6) Respond flexibly to scientific developments world-wide that impact the advancement of the understanding and applications of the Anomalous Heat Effect. Add efforts to the list above as indicated to respond to rapidly emerging opportunities.

Systems:
1) Palladium cathodes loaded with deuterium, using hydrogen as a control. Energy output will be determined using conventional calorimeters.
2) Various metal structures, primarily comprised of palladium, loaded with various hydrogen isotopes, excited electrically under a suitable cryofluid, e.g., argon, with energy outputs being measured by means such as latent heat calorimeters.
   Both systems above will use various pulsed initiation means, such as an acoustic–magnetic trigger, and the effectiveness of such triggering will be experimentally determined-and-optimized.
   Both systems will use precision mass spectroscopy centered around 4 AMU with adequate resolution to quantitatively determine the level of ⁴He release and D₂ consumption. Other methods of ⁴He and D₂ mass metrology will be applied as appropriate.

Process:
1) Independent-but-closely collaborating experimental programs will be maintained at Texas Tech University and at ENEA, the Energy and Environment National Laboratory of Italy. Cross-checks and comparison of independent results from these programs will be used to objectively evaluate the reliability and repeatability of such results. Other highly-competent
laboratories may be brought into this collaboration to extend the cross-checking of results as warranted by future events.

2) Results will be published systematically on completion of these research protocols without regard for the outcomes that are realized. All null results will be published to whatever extents they are reasonably conclusive.

3) Careful experimentation and metrology will be employed throughout to assure that the results obtained are as accurate as declared.

Budget Estimate

This $2 M gift will cover at least one full year of operations, nominally commencing Nov. 1, 2014 and culminating no sooner than October 31, 2015. Reserves and other gift funds not expended in the first year may be spent in later years. We hope that TRIP match will become available, but TTU cannot assure this outcome, even though we commit to do everything in our power to secure these funds to match this gift. Once TRIP funds do become available in future years, then these revenues will be used along with revenues from future gifts and other sources (such as grants) to support the operations of the CEES, with all TRIP funds used in the same manner and with the same restrictions as defined within this gift. The CEES will be ‘right-sized’ throughout all of its operations, meaning only those who contribute significantly and sustainably to the research team will enjoy continued employment.

Equipment, Supplies, and Facilities Modifications:

1) Facility modifications to cover safe hydrogen storage and handling, exhaust, mass spectrometer implementation, laboratory and other workspace customization: $120 K

2) Ultra-high resolution mass spectrometer: $500 K

3) Deuterium, heavy water, high-purity palladium, liquid argon, and other technical supplies: $100 K

4) Laboratory instrumentation, including flow meters, calorimeters, readout electronics, LabVIEW, environmental sensors, computers, control electronics, etc.: $95 K

5) Core facility support (electron microscopy surface imaging, electron beam welding, etc.): $45 K

Subtotal: $860 K

Salaries:

1) Robert Duncan, 25%, with 32% fringe: $82.5 K

2) Consultant Mike McKubre, $1.25 K/day plus travel & expenses: $100 K

3) Other consultants as needed for specific functions: $50 K

4) Post-doc, 100% with 32% fringe: $50 K

5) Two graduate student assistantships: $25 K each, $50 K total

Subtotal: $332.5 K
Other Expenses:
  1) ENEA contract to Prof. Vittorio Violante and lab, $550 K (400,000 €)
  2) Travel, $50 K
  3) Publication expenses, $5 K
Subtotal: $605 K

Total: $1,797.5 K
This budget estimate enables a $202.5 K reserve, which will remain under the control of Prof. R. V. Duncan to cover presently-unanticipated expenses, or to expand the budget estimates above, with concurrence from the Donor's representative. These are all 'best effort' budget estimates.
# Texas Research Incentive Program

## Match Request Confirmation

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<td>Physical Sciences</td>
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Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form  

Authority  
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program  

Instructions  
Complete the fields below and attached a copy of the following:  
- Donor Check (or payment instrument)  
- Proof of deposit (Circle date and amount)  
- Documentation defining the donor agreement (include any documents referenced)  

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Comments  
Click here to enter text.
Research By Item Report
DepositDirect
Report Created on 11/14/2014 10:57:57 AM by kpearce

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

Merrill Lynch
P.O. Box 4387
Jacksonville, IL 62203-6267

To The Order Of
TEXAS TECH FOUNDATION, INC
2901 UNIVERSITY AVE, STE 430A
LUBBOCK, TX 79410-3544

Date: 11/13/2014
Amount: $100,168.13

MEMO: [Signature]

Bank of America
Branch 1338139211

Description: Check
Aux On Us: 0050800815
Amount: $100,168.13
Routing Transit: 2014113900003250000200002

Tracer: 20141113900003250000200002
EPC: 20141113900003250000200002
Account Number: [Redacted]
Process Control: [Redacted]

Deposit date: 11-13-14
Endowment Agreement

Donor(s): [Redacted]

Donor(s) Address: [Redacted]

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: College of Arts & Sciences – Physics

Campus: Lubbock, TX

Name of Endowment: [Redacted] Graduate Fellowship Endowment

Amount: $100,000.00; eligible to be matched with funds from the Texas Research Incentive Program per program guidelines.

Gift Purpose/Restrictions:
This endowment will establish Graduate Fellowships in the College of Arts & Sciences for research in nuclear theory in the doctoral program in the Department of Physics. The fellowships are to be awarded annually only after the student has completed the first year of doctoral core classes and the student has taken the qualifying exam and chosen nuclear theory as their field. The department will only award the graduate fellowships when there are qualified students.

Type of Gift:
☒ Cash
☐ Non-Cash Asset

Description of Asset: [Redacted]

☐ Pledge

Payment Terms: [Redacted]

Date of Last Payment: [Redacted]

☐ Deferred

Source of Funding: [Redacted]

☒ Transfer

Source of Funding: Stock transfer in the amount of $40,000
The corpus of the endowment shall be separately accounted for; provided, however, that the funds may be commingled for investment purposes.

Spendable income shall be used as directed by the spending policy of the Texas Tech University System and Texas Tech Foundation, Inc. in accordance with the stated restrictions on the gift and governing law regarding the management, investment and expenditure of institutional funds.

The endowment shall be managed in accordance with the endowment policies and other such policies of the Texas Tech University System and Texas Tech Foundation, Inc. as they currently exist or may be amended from time to time.

Texas Tech Foundation, Inc. shall furnish to the Donor(s), at least annually, a report reflecting the endowment corpus activity since the date of the last report.

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorize Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

In the event Texas Tech Foundation, Inc. dissolves, whether voluntarily or involuntarily, all of the corpus of the endowment and any accumulated earnings shall be transferred to and become the property of either (i) Texas Tech University System, or (ii) a non-profit corporation that is (a) exempt from taxation under section 501(c)(3) of the Internal Revenue Code, or its successor provisions, and (b) restricted in its activities solely to the support of the Texas Tech University System.

Executed on the 8th day of September 2014.

[Signature]
Scott W. Cooksey, CFRE
Interim Chief Operating Officer
Texas Tech Foundation, Inc.

[Signature]
Roger Lichti
Department Chair
College of Arts & Sciences
Account Manager

[Signature]
W. Brent Lindquist
Dean
College of Arts & Sciences
*** Exclude if Dean is Account Manager ***

[Signature]
Amy Crumley
Development Officer
College of Arts & Sciences
# Texas Research Incentive Program

## Match Request Confirmation

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**Fundable Amount Remaining**: $166,667

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<td>Environmental Sciences</td>
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Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form  

Authority  
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program  

Instructions  
Complete the fields below and attached a copy of the following:  
- Donor Check (or payment instrument)  
- Proof of deposit (Circle date and amount)  
- Documentation defining the donor agreement (include any documents referenced)  

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<td>The Donation is to fund:</td>
<td>Endowed Chair</td>
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Deposit verification attached  
Fully executed donor agreement attached describing the purpose and the restrictions of the gift.  

Comments  
Click here to enter text.
Research By Item Report
DepositDirect
Report Created on 12/4/2014 2:02:14 PM by kpearc

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

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Routing Transit: 411017020

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EPC: $200000358
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Process Control: 0393

Deposit date: 11-24-14
TEXAS TECH FOUNDATION, INC. (A TEXAS NON-PROFIT CORPORATION)
ENDOWMENT AGREEMENT – TRIP MATCH

ENDOWMENT AGREEMENT

Donor(s): [redacted]

Donor(s) Address: [redacted]
  Dallas, Texas 75240

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: College of Architecture

Campus: Lubbock

Name of Endowment: [redacted] Chair in Urban Design

Amount: $1,000,000 - eligible for matching funds from the Texas Research Incentive Program (TRIP) per program guidelines.

Gift Purpose/Restrictions:
The funds created through this endowed Chair will assist the College of Architecture in the establishment of a Community Design Center located in downtown Lubbock, Texas to support research of sophisticated urban visions for Lubbock's future, other communities in the state of Texas and the nation. The funds will support a faculty member as director of the studio, their professional development and research needs, including student assistants and stipends for of the multi-disciplinary consultants as required by specific research represent sustainable proposals for urban environments. An annual public presentation of studio work will be planned and implemented.

Type of Gift:

☐ Cash
☐ Non-Cash Asset

☑ Pledge

Payment Terms: [redacted]

Date of Last Payment:

☐ Deferred

Source of Funding:

☐ Transfer

Source of Funding:
The corpus of the endowment shall be separately accounted for; provided, however, that the funds may be commingled for investment purposes.

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Executed on the 12th day of April, 2012

[Signatures]

Kelly Gystney, Ed.D.
Chief Operating Officer
Texas Tech Foundation, Inc.

Gary W. Smith, AIA
Account Manager

Andrew Vernooy, AIA
Dean

Kathy B. Johnson
Director of Development
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Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions
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- Donor Check (or payment instrument)
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The Donation is to fund: Graduate Research Fellowship & Program Expenses

Comments
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Tracer: 20141216900003250000100075
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Account Number: 0066338
Process Control:

Date: 12-16-14
December 15, 2014

Texas Tech University
Alicia Knight, Senior Director of Development
Office of Institutional Advancement
Box 41081
Lubbock, TX 79409-1081

Dear Alicia:

is pleased to enclose check number 4043, dated December 15, 2014, for the following grants that support university research. We understand that these grants are eligible for matching funds from the Texas Research Incentive Program per program guidelines:

- $250,000 for       Endowment for The Remnant Trust at Texas Tech University to support interdisciplinary research.
- $106,465 for the Interdisciplinary Fabrication Research Laboratory in the College of Architecture.
- $100,000 for        Graduate Fellowship Endowment for the Jerry S. Rawls College of Business.
- $7,000 for         Graduate Fellowship in Museum Science and Heritage Management to enhance research.

is pleased to provide these grants to assist Texas Tech University in its research efforts.

If you have any questions, please do not hesitate to give us a call.

Sincerely,
# Texas Research Incentive Program

## Match Request Confirmation

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<td>Program Expenses</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Other Sciences</td>
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Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions
Complete the fields below and attached a copy of the following:
- Donor Check (or payment instrument)
- Proof of deposit (Circle date and amount)
- Documentation defining the donor agreement (include any documents referenced)

<table>
<thead>
<tr>
<th>Institution</th>
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Comments
Click here to enter text.
Incoming Wire-Advice of Credit INCOMING WIRE

Date 12/18/2014 Wire Create Time:1058

Texas Tech Foundation
ATTN CRAIG FINLAYSON
PO BOX 45025
LUBBOCK TX 79409-

Account #: *******410
Amount: 4,000,000.00
GFX Reference: 20143520098600
Sender Name:

Beneficiary: *******410
TEXAS TECH FOUNDATION

OBI:
DONATION

BBI:

RFB: 000003704
IMAD: 2014121818187031R033308

To protect your account information and the account information of the beneficiary, account numbers have been masked.
Please do not respond to this email address as it is an unmonitored mailbox.
For questions regarding recurring wires, please call 1.214.525.9161.
All other questions can be directed to your local PlainsCapital branch.
DEED OF GIFT AGREEMENT

I, the undersigned ("Donor"), herewith give & donate to Texas Tech University ("Donee") cash in the amount of $2,000,000 (two million dollars in currency of the United States of America), (hereafter the "Donation"), under the following terms & conditions:

[1] the Donation is to be regarded, handled and attributed at all times and in all respects as an anonymous gift, both internally within Donee and externally, until such time as Donor may consent in writing to Donee's external/public and/or internal acknowledgment of the Donation. Until Donor's written consent is secured, neither Donee nor any individual affiliated with or employed by the Donee shall disclose Donor's identity, imply or reveal any information that could indicate Donor's identity, or otherwise expressly or implicitly attribute the Donation to Donor either internally within Donee or externally/to the public. Only those individuals affiliated with or employed by Donee with a documented and legitimate "need to know" shall be made aware of the Donor's identity;

[2] the parties acknowledge that Donee anticipates the Donation to be matched by-&-with funds not less than $2,000,000 (two million dollars of currency of the United States of America) by the State of Texas under its TRIP Program (or the functional equivalent thereof). Donee agrees to make all reasonable efforts to secure the TRIP Program matching donation, which is understood to be entirely congruent with established public policy of the State but subject to continued legislative appropriation. Donee acknowledges that the receipt of the Donation does not imply a commitment on behalf of Donor to continue funding beyond the term outlined in this Agreement and the Work Plan and Budget, and further that the Donor shall have no obligation under any circumstances to increase, renew or extend the Donation, including in the event that Donee is unable to secure the TRIP Program matching donation, as contemplated herein;

[3] the Donation, and the TRIP Program matching amount from the State of Texas, if any, are to be both exclusively applied to comprise the "Aggregated Donation," and are to be allocated and expended under the sole-&-exclusive judgment & determination of the Vice President for Research (VPR) of Donee, subject in all instances to the stipulations and restrictions as to the use of the Aggregated Donation set forth in this Agreement and in the attached Work Plan and Budget, incorporated herein by reference. The Aggregated Donation will be used exclusively to fund the research activities and objectives stated within this Agreement and in the attached Work Plan and Budget. Donee agrees that no administrative costs will be funded from the Aggregated Donation. Donee further agrees that only facility modifications that are specifically required to accomplish the stated objectives set forth in this Agreement and the attached Work Plan and Budget will be permitted as costs to be funded by the Aggregated Donation, and further that any such costs will not exceed US $200,000 over the life of the Donation. Donee further agrees that no ‘rent’ will be charged for the laboratory space utilized by the research program that is funded through Aggregated Donation. All research activities to be funded by the Aggregated Donation will be conducted within the Center for Emerging Energy Sciences (CEES), which will be established at Texas Tech University, reporting to the VPR, and charged to operate the research effort funded by the Aggregated Donation. The VPR will keep the Donor's designated representative informed on all matters regarding the research direction of the Center and a report on progress and expenditures will be submitted to the Donor quarterly or at other time intervals designated by the Donor;

[4] the Aggregated Donation is to be expended expeditiously and essentially entirely on research for the express purpose of highly efficiently-&-swiftly obviating the major extant technical ambiguities surrounding the set of phenomena in metal hydrides generally known as "Anomalous Heat Effects (AHE)" and more distantly termed "cold fusion," in a prejudice-free manner, in full accordance with modern scientific principles and the best
professional practices of the pertinent scientific and engineering disciplines, consistent with the sound precepts of the recommendations of the U.S. Department of Energy's 2005 review of this subject;

[5] the Donation is made by Donor subject to the provisions of the USA Internal Revenue Code Section 170 and are tax deductible under section 170(a)(1) as contributions in recognition of the Donee's formally recognized status as an entity described in section 170(b)(1)(A)(v) of the Internal Revenue Code of 1986 (the "Code", as amended, and in the expectation that all expenditures of the Donation will be made exclusively for and in support of public purposes. Donee shall comply with the substantiation requirements of section 170(f)(8) of the Code by providing the Donor with a contemporaneous written acknowledgement of the Donation meeting the requirements of Treas. Reg. section 1.170A-13(f);

[6] Donee shall inform Donor's Representative in writing no less than 60 days in advance of "publication" (in the US Patent & Trademark Office sense of the term) of any & all results arising from the efforts supported in whole or in part by the Donation, and Donee shall act prudently to secure any & all intellectual property arising from these efforts so that their economic consequences are devoted principally to public charitable purposes;

[7] if any of the foregoing conditions is not met, the entire unexpended balance of the Donation shall be returned promptly to the Donor;

[8] the Donation shall be subject to the pertinent laws of the State of Texas and of the USA, and any disputes arising shall be resolved by nonbinding agreement mediated by the American Arbitration Association, with expenses thereof shared equally by Donor and Donee.

Donated this day in the city of Seattle of the State of Washington and accepted in the city of Lubbock of the State of Texas, both of the United States of America.

\[\frac{3}{1} \quad \text{Oct 31, 2014} \]

\[\text{Date}\]

Accepted & agreed, for Texas Tech University (Donee),

\[\text{Scotty W. Cooksey, Vice Chancellor for Institutional Advancement}\]
\[\text{Texas Tech University System}\]
\[\text{Date}\]

\[\text{M. Duane Nellis, President}\]
\[\text{Texas Tech University}\]
\[\text{Date}\]
AMENDMENT TO DEED OF GIFT AGREEMENT

This Amendment ("Amendment") serves to amend that certain Deed of Trust Agreement dated October 31, 2014 (the "Agreement"), by and between [Redacted] ("Donor") and Texas Tech University ("Donee"). Capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement. Donor desires to increase the Donation from $2,000,000 to $6,000,000 (six million dollars) under the following terms and conditions:

1. The first sentence of Paragraph 2 of the Agreement is amended to reflect that the parties acknowledge that Donee anticipates the Donation to be matched by and with funds of not less than $6,000,000 (six million dollars of currency of the United States of America) by the State of Texas under its TRIP Program (or the functional equivalent thereof). Any budgets related to the original Donation shall be increased accordingly.

2. Except as specifically amended in this Amendment, all of the remaining terms of the Agreement shall remain in full force and effect as contained in the Agreement.

Donated this day in the City of Seattle, State of Washington and accepted in the City of Lubbock of the State of Texas, both of the United States of America,

[Signature]
12/16/14

Accepted and agreed, for Texas Tech University (Donee),

Scotty W. Cooksey, Vice Chancellor for Institutional Advancement, Texas Tech University System
12/18/14

M. Duane Nellis, President
Texas Tech University
12/18/14

December 15, 2014
Work Plan and Budget: Center for Emerging Energy Sciences (CEES)

Objectives:

1) Conclusively demonstrate that the Anomalous Heat Effect (AHE) is repeatable upon demand at energy production levels that are at least a thousand times larger than is consistent with a chemical origin.

2) Conclusively determine if the AHE produces helium-4 gas in proportion to the energy output. If so, then experimentally determine this constant of proportionality.

3) On a 'best effort' basis, determine that the AHE consumes D₂ in proportion to the energy output. If so, then experimentally determine this constant of proportionality.

4) Determine the intensity and the spatial distribution of the loaded metals 'hot spots' during AHE production. Examine metals for evidence of isolated, extreme heat release that evolve far faster than known thermal processes would permit. Determine how the likely heat release from these isolated regions of the metal scale with the observed AHE energy release. Establish baseline images of these surfaces before D₂ loading and/or heat release events.

5) Search experimentally for other systems that exhibit the AHE.

6) Respond flexibly to scientific developments world-wide that impact the advancement of the understanding and applications of the Anomalous Heat Effect. Add efforts to the list above as indicated to respond to rapidly emerging opportunities.

Systems:

1) Palladium cathodes loaded with deuterium, using hydrogen as a control. Energy output will be determined using conventional calorimeters.

2) Various metal structures, primarily comprised of palladium, loaded with various hydrogen isotopes, excited electrically under a suitable cryofluid, e.g., argon, with energy outputs being measured by means such as latent heat calorimeters.

Both systems above will use various pulsed initiation means, such as an acoustic-magnetic trigger, and the effectiveness of such triggering will be experimentally determined and optimized.

Both systems will use precision mass spectroscopy centered around 4 AMU with adequate resolution to quantitatively determine the level of ⁴He release and D₂ consumption. Other methods of ⁴He and D₂ mass metrology will be applied as appropriate.

Process:

1) Independent-but-closely collaborating experimental programs will be maintained at Texas Tech University and at ENEA, the Energy and Environment National Laboratory of Italy. Cross-checks and comparison of independent results from these programs will be used to objectively evaluate the reliability and repeatability of such results. Other highly-competent
laboratories may be brought into this collaboration to extend the cross-checking of results as warranted by future events.

2) Results will be published systematically on completion of these research protocols without regard for the outcomes that are realized. All null results will be published to whatever extents they are reasonably conclusive.

3) Careful experimentation and metrology will be employed throughout to assure that the results obtained are as accurate as declared.

Budget Estimate

This $2 M gift will cover at least one full year of operations, nominally commencing Nov. 1, 2014 and culminating no sooner than October 31, 2015. Reserves and other gift funds not expended in the first year may be spent in later years. We hope that TRIP match will become available, but TTU cannot assure this outcome, even though we commit to do everything in our power to secure these funds to match this gift. Once TRIP funds do become available in future years, then these revenues will used along with revenues from future gifts and other sources (such as grants) to support the operations of the CEES, with all TRIP funds used in the same manner and with the same restrictions as defined within this gift. The CEES will be 'right-sized' throughout all of its operations, meaning only those who contribute significantly and sustainably to the research team will enjoy continued employment.

Equipment, Supplies, and Facilities Modifications:

1) Facility modifications to cover safe hydrogen storage and handling, exhaust, mass spectrometer implementation, laboratory and other workspace customization: $120 K
2) Ultra-high resolution mass spectrometer: $500K
3) Deuterium, heavy water, high-purity palladium, liquid argon, and other technical supplies: $100 K
4) Laboratory instrumentation, including flow meters, calorimeters, readout electronics, LabVIEW, environmental sensors, computers, control electronics, etc.: $95 K
5) Core facility support (electron microscopy surface imaging, electron beam welding, etc.): $45 K
Subtotal: $860 K

Salaries:

1) Robert Duncan, 25%, with 32% fringe: $82.5 K
2) Consultant Mike McKubre, $1.25 K/day plus travel & expenses: $100 K
3) Other consultants as needed for specific functions: $50 K
4) Post-doc, 100% with 32% fringe: $50 K
5) Two graduate student assistantships: $25 K each, $50 K total
Subtotal: $332.5 K
Other Expenses:
1) ENEA contract to Prof. Vittorio Violante and lab, $550 K (400,000 €)
2) Travel, $5 0K
3) Publication expenses, $5 K
Subtotal: $605 K

Total: $1,797.5 K
This budget estimate enables a $202.5 K reserve, which will remain under the control of Prof. R. V. Duncan to cover presently-unanticipated expenses, or to expand the budget estimates above, with concurrence from the Donor's representative. These are all 'best effort' budget estimates.
# Texas Research Incentive Program

## Match Request Confirmation

<table>
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<td>Target Discipline</td>
<td>Agriculture</td>
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Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form

Authority  
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions  
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<td>Research Facilities</td>
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Comments

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Amount: $100,100.00
Routing Transit: 120000010

Tracer: 20150115900003250000100034
EPC: 
Account Number: 
Process Control: 

Deposit date: 1-15-15
Pledge Agreement

Donor(s): [Redacted]

Donor(s) Address: [Redacted]

Donee: Texas Tech Foundation, Inc.
Beneficiary Unit: Department of Plant and Soil Science within the College of Agricultural Sciences and Natural Resources

Campus: Lubbock
Amount: $500,000 (eligible for matching funds from the Texas Research Incentive Program as per program guidelines)

Gift Purpose/Restrictions:
Funds are for the construction of research facilities in the Department of Plant and Soil Science.

Pledge Terms:
Payment Terms: $500,000 over 5 years for TRIP matchable amounts of $100,000 per year

Date of Last Payment: 1/31/2017

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors’ intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors’ intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

In the event Texas Tech Foundation, Inc. dissolves, whether voluntarily or involuntarily, all of the corpus of the endowment and any accumulated earnings shall be transferred to and become the property of either (i) Texas Tech University System, or (ii) a non-profit corporation that is (a) exempt from taxation under section 501(c)(3) of the Internal Revenue Code, or its successor provisions, and (b) restricted in its activities solely to the support of the Texas Tech University System.

Executed on the 13 day of [Redacted] 2012

Kelly Overley, Ph.D.
Chief Operating Officer
Texas Tech Foundation, Inc.

Michael Galvan
Dean

Jane B. Piercy
Director of Development and External Relations

Institutional Advancement
Form Revised 4/2010

COPY
## Texas Research Incentive Program

### Match Request Confirmation

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<td>Purpose</td>
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<td>Target Discipline</td>
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Texas Higher Education Coordinating Board
Texas Research Incentive Program (TRIP)

Donor Matching Request Form

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THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

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The Donation is to fund: Program Expenses

Comments
Click here to enter text.
Pay To The Order Of Texas Tech Foundation $100,000
Two Hundred Thousand Dollars

For Deposit Only
20150129
20150129900003250000100004

Description: Check
Aux On Us: Amount: $100,000.00
Routing Transit: 0000

Tracer: 20150129900003250000100004
EPC: 3124830005418
Account Number: 20150129900003250000100004
Process Control: 1-29-15

Deposit date: 1-29-15
Endowment Agreement

Donor(s): [Redacted]

Donor(s) Address: [Redacted]
Fort Worth, TX 76109-2736

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: Rawls College of Business

Campus: Texas Tech University

Name of Endowment: The [Redacted] Rawls College of Business Research Endowment

Amount: $100,000 (eligible for matching funds from the Texas Research Incentive Program [TRIP] as per program guidelines)

Gift Purpose/Restrictions:
Spendable funds are to support research in the Rawls College of Business as directed by the dean of the college.

*A naming opportunity in the new addition to the Rawls College of Business, appropriate to gift amount, will be presented to donor when building plans and costs are determined. Board of Regents’ naming rules will be followed and any naming resulting from this gift will be pending approval of the Texas Tech University System Board of Regents.

Type of Gift:
☒ Cash
☐ Non-Cash Asset

Description of Asset: ____________________________________________________________________

☐ Pledge

Payment Terms: _______________________________________________________________________

Date of Last Payment: ___________________________________________________________________

☐ Deferred

Source of Funding: _____________________________________________________________________

☐ Transfer

Source of Funding: _____________________________________________________________________

COPY
The corpus of the endowment shall be separately accounted for, provided, however, that the funds may be commingled for investment purposes.

Spendable income shall be used as directed by the spending policy of the Texas Tech University System and Texas Tech Foundation, Inc. in accordance with the stated restrictions on the gift and governing law regarding the management, investment and expenditure of institutional funds.

The endowment shall be managed in accordance with the endowment policies and other such policies of the Texas Tech University System and Texas Tech Foundation, Inc. as they currently exist or may be amended from time to time.

Texas Tech Foundation, Inc. shall furnish to the Donor(s), at least annually, a report reflecting the endowment corpus activity since the date of the last report.

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

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Executed on the 27th day of January, 2015.

Scotty W. Cook
Scotty W. Cooksey, CFRE
Interim Chief Operating Officer
Texas Tech Foundation, Inc.

Debra Laverie
Senior Associate Dean
Account Manager

Lance A. Nail, Ph.D., CFA
Dean, Rawls College of Business

Lisa Allison
Development Officer
# Texas Research Incentive Program

## Match Request Confirmation

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<td>Disallowed Amount</td>
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The Donation is to fund: **Program Expenses**

Deposit verification attached

Fully executed donor agreement attached describing the purpose and the restrictions of the gift.

Comments
Click here to enter text.
Research By Item Report
DepositDirect

Report Created on 2/13/2015 11:47:22 AM by kpearce

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

Research ID: 1-62
Status: Acknowledged

---

803057

Date: 1/21/2015

PAY TO THE ORDER OF:

TEXAS TECH FOUNDATION INC
PO BOX 45025
LUBBOCK TX 79409-5025

Amount: $100,000.00
Routing Transit: 91000000

---

000359817

Tracer: 20150213900003250000100062

Account Number: 

Process Control:

Deposit date: 2-13-15
Donor(s): 

Donor(s Address: 

Donee: Texas Tech Foundation, Inc.
Beneficiary Unit: Bob L. Herd Department of Petroleum Engineering
Campus: Texas Tech University--Lubbock
Name of Fund: Petroleum Engineering Research Fund
Amount: $300,000 [Eligible to be matched with funds from the Texas Research Incentive Program per program guidelines.]

Gift Purpose/Restrictions:
This gift will provide funds to support research in the Bob L. Herd Department of Petroleum Engineering.

Type of Gift:

☑ Cash

☐ Non-Cash Asset

Description of Asset

☑ Pledge

Payment Terms: Three payments of $100,000 over three years. 1/2014, 1/2015, 1/2016

Date of Last Payment: 1/2016

☐ Deferred

Source of Funding

☐ Transfer
Source of Funding:

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

In the event Texas Tech Foundation, Inc. dissolves, whether voluntarily or involuntarily, all of the corpus of the endowment and any accumulated earnings shall be transferred to and become the property of either (i) Texas Tech University System, or (ii) a non-profit corporation that is (a) exempt from taxation under section 501(c)(3) of the Internal Revenue Code, or its successor provisions, and (b) restricted in its activities solely to the support of the Texas Tech University System.

Executed on the __5th__ day of __September__, __2013__.

Scott Cooksey, CFRE
Chief Operating Officer
Texas Tech Foundation, Inc.

Marshall Watson, Ph.D.
Department Chair
Herd Dept. of Petroleum Engineering
Account Manager

Al Sacco, Ph.D.
Dean, Whitacre College of Engineering

Scott Self
Sr. Director of Development
Whitacre College of Engineering
August 27, 2013

Dr. Marshall C. Watson, Ph.D., P.E.
Roy Butler Chair/Department Chair
Bob L. Herd Department of Petroleum Engineering
Texas Tech University
8th and Canton, Box 43111
Lubbock, TX 79409-3111

Re: Statement of Intent

Dear Dr. Watson:

[Redacted] is pleased to express its intent to donate funds to the Petroleum Engineering Department (the “Department”) in the Bob L. Herd Department of Petroleum Engineering at Texas Tech University.

The intended three-year payment schedule for this donation is as follows:

| January 2014 | $100,000 |
| January 2015 | $100,000 |
| January 2016 | $100,000 |

[Redacted] understands the donation is to be used by the Petroleum Engineering Department at Texas Tech University for research funding, the distribution to be determined by Dr. Marshall C. Watson or his designated administrators.

For recognition purposes in University publications and external media, please list [Redacted] name as [Redacted].

This letter is an expression of [Redacted] good faith intent, but the Department acknowledges that [Redacted] is not legally bound to make this donation, and [Redacted] may choose to alter the above schedule, or cancel, in whole or in part, the remainder of this donation should understanding prove to be incorrect, or should circumstances change, without any obligation to the Department.

Further, it is [Redacted] intent that this donation be operated at all times in a manner which will make it deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations.

If this is your understanding concerning [Redacted] donation, please acknowledge your understanding in the space provided below and return one signed duplicate original.

Very truly yours,

[Redacted]

AGREED TO AND ACCEPTED BY:

Texas Tech University
By: [Signature]
Printed Name: Marshall C. Watson
Date: 9-5-13
<table>
<thead>
<tr>
<th><strong>Texas Research Incentive Program</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Match Request Confirmation</strong></td>
</tr>
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</table>

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<td>2/18/2015</td>
</tr>
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<td>Receipt Date</td>
<td>2/20/2015</td>
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<tr>
<td>Days Since Certification</td>
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</tr>
<tr>
<td>Donation Amount</td>
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<tr>
<td>Allowable Match</td>
<td>$200,000</td>
</tr>
<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Fundable Amount Remaining</strong></td>
<td>$200,000</td>
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<tr>
<td>Percent Matched</td>
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<tr>
<td>Donor Type</td>
<td>Foundation</td>
</tr>
<tr>
<td>Purpose</td>
<td>Program Expenses</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Business Administration</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form  

Authority  
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program  

Instructions  
Complete the fields below and attached a copy of the following:  
- Donor Check (or payment instrument)  
- Proof of deposit (Circle date and amount)  
- Documentation defining the donor agreement (include any documents referenced)  

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Donor Type</td>
<td>Foundation</td>
<td>Fully executed donor agreement attached describing the purpose and the restrictions of the gift.</td>
</tr>
<tr>
<td>Discipline Supported</td>
<td>Business Administration</td>
<td></td>
</tr>
<tr>
<td>Deposit Date</td>
<td>February 18, 2015</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>$400,000</td>
<td></td>
</tr>
<tr>
<td>The Donation is to fund:</td>
<td>Program Expenses</td>
<td></td>
</tr>
</tbody>
</table>

Comments  
Click here to enter text.
February 13, 2015

Mr. Scott Cooksey
Vice Chancellor
Texas Tech Foundation
Box 41081
Lubbock, TX 79409

Dear Scott:

On behalf of the trustees of the Foundation, I am pleased to provide the enclosed check in the amount of $400,000.00 which represents the 2015 grant payment to the Texas Tech Foundation to establish the Free Market Economics Institute.

Best wishes for much continued success.

Sincerely,

[Signature]

Grant Administrator

enclosure
Donor(s): [redacted]

Donor(s Address: [redacted]

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: College of Arts & Sciences – Department of Economics

Campus: Lubbock, TX

Name of Fund: [redacted]

Amount: $2,800,000.00 (eligible for matching funds from the Texas Research Incentive Program “TRIP” as per program guidelines)

Gift Purpose/Restrictions:
This gift is to support research in Free Market Economics.

Type of Gift:

☐ Cash

☐ Non-Cash Asset

Description of Asset: [redacted]

☒ Pledge

Payment Terms: [redacted]

Date of Last Payment: August 31, 2018

☐ Deferred

Source of Funding: [redacted]

☐ Transfer

COPY
Source of Funding:

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Executed on the 4th day of Sept 2012.

Kelly Overley, Eq.D.
Chief Operating Officer
Texas Tech Foundation, Inc.

Dr. Klaus Becker
Chair, Department of Economics
Account Manager

Lawrence Schovanec
Dean
College of Arts & Sciences

Scott W. Cooksey
Associate Vice Chancellor
Texas Tech University

Wendell Jeffreys
Development Officer
College of Arts & Sciences

Institutional Advancement
Form Revised 4/2010
# Texas Research Incentive Program

## Match Request Confirmation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
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</tr>
<tr>
<td>Certification Date (Deposit Date)</td>
<td>2/6/2015</td>
</tr>
<tr>
<td>Receipt Date</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>Days Since Certification</td>
<td>27</td>
</tr>
<tr>
<td>Donation Amount</td>
<td>$225,000</td>
</tr>
<tr>
<td>Allowable Match</td>
<td>$112,500</td>
</tr>
<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Fundable Amount Remaining</strong></td>
<td><strong>$112,500</strong></td>
</tr>
<tr>
<td>Percent Matched</td>
<td>50%</td>
</tr>
<tr>
<td>Donor Type</td>
<td>Corporation</td>
</tr>
<tr>
<td>Purpose</td>
<td>Graduate Research Fellowship</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Engineering</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  
Donor Matching Request Form

Authority  
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions  
Complete the fields below and attach a copy of the following:  
- Donor Check (or payment instrument)  
- Proof of deposit (Circle date and amount)  
- Documentation defining the donor agreement (include any documents referenced)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[redacted]</td>
<td></td>
</tr>
<tr>
<td>Donor Type</td>
<td>Corporation</td>
<td></td>
</tr>
<tr>
<td>Discipline Supported</td>
<td>Engineering</td>
<td></td>
</tr>
<tr>
<td>Deposit Date</td>
<td>February 6, 2015</td>
<td></td>
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<tr>
<td>Amount</td>
<td>$225,000</td>
<td></td>
</tr>
</tbody>
</table>

The Donation is to fund: Graduate Research Fellowship

Comments

Click here to enter text.
Research By Transaction Report
DepositDirect
Report Created on 2/6/2015 11:52:26 AM by jgarcia

Research ID: 1
Status: Acknowledged

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation

CHECK DATE
01/29/2015

CHECK NO.
663395

BANK OF AMERICA, N.A.
ATLANTA, GEORGIA CO., ON
84-1227811

AMOUNT TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS

TO THE TEXAS TECH UNIVERSITY
ORDER DEPARTMENT OF ELECTRICAL AND
OF COMPUTER ENGINEERING
1113 BOSTON AVE
LUBBOCK TX 79409

21999660

20150209000003250000100019

Description: Check
Aux On Us: $225,000.00
Routing Transit: 0000

Tracer: Process Control:
Deposit Date: 2-6-15

Page: 20 of 20
January 5, 2015

To: Professor Richard Gale, Texas Tech University

From: [Name]

CC: [Name]

Re: Gift Funding – Texas Tech University, PSPE Program

The University Recruiting Program is pleased to provide $225,000 during the 2015 calendar year as an unrestricted gift to Texas Tech University ("University").

and the University understand that this unrestricted gift funding is to support the PSPE Program with a focus on diverse students and with funds to be designated toward research in the PSPE Program (the "Project"). The results of the Project and the ensuing general advancement of technology in this area shall be for the benefit of the public and considered fundamental research and/or public domain as defined by the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, and shall in no event be used to limit or restrict customers.

plans to hold at least one review of the Project during the funded calendar year. Specific comments and research focus will be provided during the review. also encourages the University to meet with business unit personnel regularly.

The University may charge this gift funding with administrative and investment expenses that are attributable to the fund in accordance with the University policies and procedures in effect from time to time. These expenses will not exceed 8%.

Upon University’s receipt of this gift funding, please send a completed Charitable Contribution Acknowledgement Form. You may use your own form or the one attached to the end of this gift letter. This form is necessary for financial reporting and should be mailed as soon as possible to:

[Address]

Or scan and email your receipt at [Email]

In no event will confidential information be publicly disclosed during the course or completion of this research unless explicitly permitted in writing by . Should confidential information need to be shared with the University in connection with the Project, a separate non-disclosure agreement must be executed by and the University, and export control compliance procedures must be completed in advance of University’s receipt and use of such confidential information.

Engineering Student Candidates for Employment

will work with the University to identify interested students participating in the Project who might be candidates for employment with . The University is encouraged to provide student information to the University Recruiting Team, as deemed appropriate by the University. The majority of candidates for Intern and full-time positions are identified during the Fall recruiting cycle (August-October), so providing information in August will allow
students to be considered when we have the most number of positions available. For the University's convenience, a table template accompanies this document.

The University is an equal opportunity employer and supports a diverse, inclusive work environment. All qualified applicants will receive consideration for employment without regard to race, color, religion, creed, disability, genetic information, national origin, gender, gender identity and expression, age, sexual orientation, marital status, veteran status, or any other characteristic protected by federal, state, or local laws.

Planning and Executive Sponsor Involvement

The University has an annual budget cycle and gifts are made on an annual basis. Funding decisions are made each fall for the following year's spending. Please involve your Executive Sponsor in the planning process, as he/she knows the long-range goals critical for sustaining and increasing support to the University.

Payment Schedule, Delivery Address, and Approval Signatures

Payments will be made to Texas Tech Foundation and mailed to:

Professor Richard Gale
Electrical and Computer Engineering
Texas Tech University
224 EE Building
1012 Boston Avenue
Lubbock, Texas
79409-3102
Email: richard.gale@ttu.edu

Approve: __________________________

Date: 3/4/15

Professor Acknowledgment:

______________________________

Name: Tim Dallas
Title: Professor
Date: 3/4/15

University Official Acknowledgment:

______________________________

Name: Susan Smith
Title: Sr. Director of Development
Date: 3/5/15
### Engineering Student – Table Template

Future students who would like to be considered for co-op and internships are encouraged to fill out the following information for their research interests.

<table>
<thead>
<tr>
<th>Student Name/email address</th>
<th>Anticipated Graduation</th>
<th>Expected Degree</th>
<th>Desired Co-op Start</th>
<th>Desired Co-op Finish</th>
<th>Faculty Advisor/ email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g. Jane Doe/ <a href="mailto:jd@university.edu">jd@university.edu</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research Topic to be Determined after Co-op</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 08</td>
<td>MSEE</td>
<td>July 10</td>
<td>Dec 10</td>
<td>Dr. Smith/ <a href="mailto:DS@university.edu">DS@university.edu</a></td>
<td></td>
</tr>
</tbody>
</table>
Charitable Contribution Acknowledgement for 2015

In order to comply with the substantiation requirements of the Revenue Reconciliation Act of 1993, donors must obtain a receipt for all contributions of $250 or more. This form is intended to expedite the process.

Please print or type all information, have it signed by a representative (i.e. officer or employee) of your organization and return it directly to the address below.

Thank you for your cooperation.

Or scan and email your receipt at

Name of Recipient Organization: Texas Tech Foundation, Inc.
Street Address: 1901 University, Ste 408, P.O. Box 45025
Lubbock TX Zip Code: 79409-5025

Name of Donor: Texas Instruments Incorporated
1. Amount of cash received:

If cash was contributed and no goods or services were given in consideration of the contribution, skip items 2 and 3.

2. Description of property received in consideration of the contribution

N/A

3. Description of goods or services provided by your organization in consideration of the contribution received (please place a value on these goods or services).

N/A

4. Unless otherwise notified, it is our understanding that this contribution will be used solely within the U.S.

5. Are you an organization described in section 501(c) (3) of the IRC and may donors deduct contributions made to you under section 170(c)? Yes □ No □

Signature Director T.A.
Name (Print or Type) Financial Services

E-MAILED

2/5/15 - ER
<table>
<thead>
<tr>
<th><strong>Texas Research Incentive Program</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Match Request Confirmation</strong></td>
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</tbody>
</table>

<table>
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<tr>
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<th>2015-080</th>
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<td>Receipt Date</td>
<td>3/12/2015</td>
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<tr>
<td>Days Since Certification</td>
<td>9</td>
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<tr>
<td>Donation Amount</td>
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<td>Allowable Match</td>
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<td>Disallowed Amount</td>
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<tr>
<td><strong>Fundable Amount Remaining</strong></td>
<td><strong>$166,666</strong></td>
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<tr>
<td>Percent Matched</td>
<td>50%</td>
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<tr>
<td>Donor Type</td>
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<tr>
<td>Purpose</td>
<td>Research Facilities</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Engineering</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program  
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

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<thead>
<tr>
<th>Institution</th>
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</tr>
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<tbody>
<tr>
<td>Donor Name</td>
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<td>Donor Type</td>
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<td>Discipline Supported</td>
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<td>Deposit Date</td>
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<td>Amount</td>
<td>$333,332.33</td>
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The Donation is to fund: Research Facilities

Comments
Click here to enter text.
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<tr>
<th>Description:</th>
<th>Check</th>
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</thead>
<tbody>
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<tr>
<td>Amount:</td>
<td>$333,332.33</td>
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<tr>
<td>Routing Transit:</td>
<td>0224/15</td>
</tr>
</tbody>
</table>

Tracer: 20150303900003250000100030
EPC: 20150303900003250000100030
Account Number: 684511103
Process Control: Deposit date: 3-3-15
**Texas Tech Foundation, Inc. (A Texas Non-Profit Corporation)**

**Non-Endowed Gift Agreement**

**Donor(s):**

**Donor(s) Address:**

**Donee:** Texas Tech Foundation, Inc.

**Beneficiary Unit:** Bob L. Herd Department of Petroleum Engineering

**Campus:** Texas Tech University

**Name of Fund:** New Petroleum Engineering Building

**Amount:** $1,000,000 [eligible for Texas Research Incentive Program (TRIP) matching funds per program guidelines]

**Gift Purpose/Restrictions:**

This non-endowed $1,000,000 gift will be utilized solely to assist with the construction of research space in the new Petroleum Engineering Building and specifically will provide funding for the Unconventional Technology Center. In return, Texas Tech will name the Unconventional Technology Center after creating the Unconventional Technology Center pending approval by the Texas Tech University System Board of Regents. As a result of this gift, Texas Tech will provide an annual report of lab activities, an annual personal visit by the Dean of Engineering and the chair of the PE Department to and will offer membership on the PE Industrial Advisory Board to an representative.

**Type of Gift:**

- [ ] Cash
- [ ] Non-Cash Asset
  - Description of Asset: 
- [x] Pledge

- [ ] Deferred
Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

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Executed on the 21st day of November, 2011.

Kelly Overley, Ed.D.
Chief Operating Officer
Texas Tech Foundation, Inc.

Al Sacco, Jr., Ph.D.
Dean
Edward E. Whitacre Jr. College of Engineering

Scott Self
Senior Director of Development
# Texas Research Incentive Program

## Match Request Confirmation

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control Number</td>
<td>2015-081</td>
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<thead>
<tr>
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<th>3/6/2015</th>
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</thead>
<tbody>
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<td>Receipt Date</td>
<td>3/12/2015</td>
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<tr>
<td>Days Since Certification</td>
<td>6</td>
</tr>
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<table>
<thead>
<tr>
<th>Donation Amount</th>
<th>$238,000</th>
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</thead>
<tbody>
<tr>
<td>Allowable Match</td>
<td>$119,000</td>
</tr>
<tr>
<td>Disallowed Amount</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Fundable Amount Remaining** $119,000

<table>
<thead>
<tr>
<th>Percent Matched</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Type</td>
<td>Private</td>
</tr>
<tr>
<td>Purpose</td>
<td>Program Expenses</td>
</tr>
<tr>
<td>Target Discipline</td>
<td>Education</td>
</tr>
</tbody>
</table>
Texas Higher Education Coordinating Board  
Texas Research Incentive Program (TRIP)  

Donor Matching Request Form

Authority
THECB Rules Section 15.10, Texas Research Incentive Program
Texas Education Code, Section 62, Subchapter F Texas Research Incentive Program

Instructions
Complete the fields below and attached a copy of the following:

- Donor Check (or payment instrument)
- Proof of deposit (Circle date and amount)
- Documentation defining the donor agreement (include any documents referenced)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Texas Tech University</th>
<th>Deposit verification attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Name</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
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<tr>
<td>Donor Type</td>
<td>Private</td>
<td></td>
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<tr>
<td>Discipline Supported</td>
<td>Education</td>
<td></td>
</tr>
<tr>
<td>Deposit Date</td>
<td>March 6, 2015</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>$238,000</td>
<td></td>
</tr>
</tbody>
</table>

The Donation is to fund: Program Expenses

Comments
Click here to enter text.
Research By Item Report
DepositDirect
Report Created on 3/6/2015 10:44:38 AM by kpearce

Presenter: Texas Tech Foundation
Location(s): Texas Tech Foundation
Research ID: 1-5
Status: Acknowledged

Description: Check
Aux On Us: 
Amount: $238,000.00
Routing Transit: 3661

Tracer: 20150306900003250000100005
EPC: 6f4793599ef9f1
Account Number: 6f4793599ef9f1
Process Control: 3661

Deposit date: 3-6-15
TExAS TECH FOUNDATION, INC. (A TEXAS NON-PROFIT CORPORATION)

NON-ENDOWED GIFT AGREEMENT - TRIP FUNDS MATCH

Donor(s): 

Donor(s) Address: 

Donee: Texas Tech Foundation, Inc.

Beneficiary Unit: College of Education Burkhart Center for Autism Education & Research

Campus: Lubbock, TX

Name of Fund: Research Fund – 2014

Amount: $714,000 - Eligible for matching funds from the Texas Research Incentive Program (TRIP) per program guidelines.

Gift Purpose/Restrictions:
The purpose of the Research Fund is to support research in the College of Education Burkhart Center for Autism Education & Research.

Type of Gift:

☐ Cash

☐ Non-Cash Asset

Description of Asset: 

☒ Pledge

Payment Terms: To be paid over the next three years beginning August 1, 2014.

Annual payments will be in the amount of $238,000.

Date of Last Payment: August 2016.

☐ Deferred

Source of Funding: 

Source of Funding:

Although Texas Tech Foundation, Inc. and Texas Tech University System intend for all gifts to be used according to the Donors' intent, it may not be possible for the University to meet the terms of the gift agreement in all circumstances. If, at some time in the future, circumstances should arise that make the purposes of this gift impossible, impracticable, illegal or wasteful, Texas Tech Foundation, Inc. will make every attempt to consult with the Donor(s). In the absence of the Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System reserve the right in such a case, and donor authorizes Texas Tech Foundation, Inc. and Texas Tech University System, to modify the terms of the gift so that the funds may be used in a manner which closely resembles the Donors' intent as possible and keeps the name of the Donor(s), if appropriate, associated with the gift. The Donor(s), Texas Tech Foundation, Inc. and Texas Tech University System acknowledge that the gift principal or corpus of the endowment or any income thereon are irrevocable and may not be transferred or revert to the Donor(s), or to their heirs, successors, or assigns of the Donor(s).

In the event Texas Tech Foundation, Inc. dissolves, whether voluntarily or involuntarily, all of the corpus of the endowment and any accumulated earnings shall be transferred to and become the property of either (i) Texas Tech University System, or (ii) a non-profit corporation that is (a) exempt from taxation under section 501(c)(3) of the Internal Revenue Code, or its successor provisions, and (b) restricted in its activities solely to the support of the Texas Tech University System.

Executed on the ________9th____ day of July ________, 2014.

[Signatures]

Scotty W. Cooksey
Interim Chief Operating Officer
Texas Tech Foundation, Inc.

Dean Scott Ridley
College of Education

Mary Little
Development Officer
College of Education

Institutional Advancement
Form Revised 8/2013