UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

MINUTES OF MEETINGS

COMMITTEE MEETINGS HELD ON DECEMBER 3, 2025

Audit Committee

Development, Endowment and Investments Committee

Health Affairs Committee

Academic Excellence and Student Success Committee

Budget and Finance Committee

Long-Range Planning Committee

Committee of the Whole

BOARD OF TRUSTEES MEETING HELD ON DECEMBER 4, 2025

1 Roll Call

2 Approved: Minutes

3 Report: University President

4 Report: Faculty Senate President

5 Report: Student Government Association President

6 Approved: Consent Agenda Items:

- Evaluation of the University's Endowment Fund and Non-Endowment Fund Investment Policy Statements
- Appointment and Reappointment of Officers and Directors for the Jaguar Athletics Fund., Inc.
- USA Health Hospitals Medical Staff Appointment and Reappointments for August, September and October 2025
- USA Health Hospitals Medical Staff Bylaws and Associated Documents Revisions
- USA Health Hospitals Nomination of Medical Executive Committee Officers for 2026 and 2027
- Appointment of Directors for the South Alabama Medical Science Foundation
- Sabbatical Awards
- Faculty Emeritus
- Honorary Doctorate Degree for The Honorable Katie Boyd Britt
- Banking and Treasury Services Authority

7 Report: Audit Committee

8 Report: Development, Endowment and Investments Committee

9 Report: Health Affairs Committee

10 Approved: Formation of a Healthcare Authority

11 Report: Academic Excellence and Student Success Committee

12 Report: Budget and Finance Committee

13 Report: Long-Range Planning Committee

14 Approved: Commendation of Mrs. Carol Statter and Mr. Jim Statter

15 Approved: Commendation of Mr. G. Owen Bailey

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

December 4, 2025
10:30 a.m.

A meeting of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Ms. Alexis Atkins, Chair *pro tempore*, on Thursday, December 4, 2025, at 10:32 a.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Alexis Atkins, Meredith Hamilton, Ron Graham, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Steve Stokes, Mike Windom and Jim Yance were present and Luis Gonzalez participated remotely.
Members Absent:	Chandra Brown Stewart, Scott Charlton, Steve Furr, Bill Lewis and Kay Ivey.
Administration & Guests:	Genie and Owen Bailey, Angela Barlow, Jim Berscheidt, Joél Billingsley, Jo Bonner, Robert Brown, Deborah Browning, Mike Chang, KC Crusoe, Joel Erdmann, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, James Lawrence (BSU), Tom Myers, Mike Mitchell, Amy O'Hara, Allen Parrish, Justin Renfroe, Kristen Roberts, Sadie Sease, Luke Sparkman, Carol and Jim Statter, Margaret Sullivan, Peter Susman and Laura Vrana and Christina Wassenaar (Faculty Senate).

Upon calling the meeting to order and following the attendance roll call, **Item 1**, Chair Atkins thanked everyone for being present and called for a moment of silence in remembrance of the late Mr. Jim Nix, Trustee Emeritus. She also mentioned that former Trustees may be in attendance as part of an annual reunion and would be recognized later in the meeting. She called for consideration of the minutes for a Board of Trustees meeting held on September 5, 2025, **Item 2**. On motion by Mr. Perkins, seconded by Ms. Mitchell, the Board voted unanimously to adopt the minutes.

Chair Atkins called on President Bonner to deliver the President's Report, **Item 3**. President Bonner recognized Mr. James Lawrence III, Black Student Union ("BSU") President, as well as Ms. Sadie Sease, Mr. Justin Renfroe and Mr. Luke Sparkman, Southerner ambassadors, and introduced Ms. Delaney Ashmore, new staff member in the President's Office.

President Bonner noted that new USA fact cards and USA Health magazines were on the table. He said the next edition of the award-winning *South* magazine would soon be mailed and credited the Marketing and Communications and Development and Alumni Relations teams for their efforts with the publications.

President Bonner mentioned that Mr. Ken Kvalheim and Mr. Herman Thomas, former members of the Board, had planned to attend the meeting, and he recognized their contributions to and continued support for the University.

President Bonner thanked the members of the Board for their leadership to advance University initiatives, like the Whiddon College of Medicine project. He reported on several topics, including record fundraising for a third straight year and the *Alumni and Friends* nationwide engagement program, both for which he credited Ms. Sullivan and her team; the annual *Wall of Honor* ceremony recognizing new lifetime members of the USA National Alumni Association; expanded recruitment activities and marketing; the new partnership with Airbus North America to relocate its Mobile Engineering Center to USA's Technology & Research Park; 2025 Fall Commencement featuring U.S. Senator Katie Britt as keynote speaker; and the Holiday Concert among other holiday celebrations.

President Bonner turned to Provost Kent, who discussed the 2025 Research and Technology Showcase and the faculty honored; Phi Kappa Phi's recognition of Dr. Sean Powers, Chair of the Stokes School of Marine and Environmental Sciences, and of Dr. Peter Wood, Department of Music Professor, as *Scholar of the Year* and *Artist of the Year*, respectively; programming and recruitment for the Honors College, from which she noted three students were named *Goldwater Scholars*; the participation of more than 700 students from 136 high schools across seven states in the *Jaguar Marching Honors Band* during the USA vs. Southern Mississippi football game and special plans ahead involving the new Jaguar Marching Band Complex; the *Passage USA* program and dedication of the *Buckley J. Kelley Passage USA Garden*; USA being ranked 86 among 357 institutions by *Military Times* in its 2025 *Best for Vets* college rankings; and the annual *A Night Honoring Healers* benefit that spotlights the lifesaving work of USA Health team members.

Provost Kent turned to Dr. Erdmann, who gave an update on the women's soccer, volleyball and basketball programs, as well as on the football and men's basketball programs. He stated that Hancock Whitney Stadium would host three Alabama High School Athletic Association championship games in 2026 and addressed the evolution of college athletics relative to *NIL* (Name, Image and Likeness) and revenue-sharing. He added that new details regarding the *Loyal, Strong and Faithful Fund* would be released in the months ahead and thanked the members of the Board for their support and service. Judge Windom conveyed gratitude to Dr. Erdmann and others responsible for the *Military Appreciation* gameday promotion in conjunction with the USA vs. Southern Mississippi game.

Provost Kent joined President Bonner for his introduction of *Employee of the Quarter* Ms. Amy O'Hara, Property and Inventory Control Specialist. President Bonner invited Mr. Robert Brown, Director of Purchasing, to join them and read an excerpt from Mr. Brown's nomination of Ms. O'Hara. Ms. O'Hara received a certificate commemorating the award, as well as a round of applause, and made brief remarks.

Chair Atkins called for a report from the President of the Faculty Senate (the "Senate"), **Item 4**. Dr. Christina Wassenaar, 2025-2026 Senate President, thanked the Board, President Bonner and Provost Kent for the tangible expression of appreciation for the faculty demonstrated via the recent salary supplement and impending salary increase. She provided an overview on the Senate's work,

discussing plans for the next faculty survey; a review of the Senate's governance structure under way that would inform bylaws revisions; the engagement of Whiddon College of Medicine colleagues in Senate activities; and plans to host faculty senate leaders from the state's public and private institutions in the spring to exchange ideas on such topics as shared governance, faculty wellness and the evolving faculty experience.

Chair Atkins called for a report from the Student Government Association ("SGA") President, **Item 5**. Mr. KC Crusoe, 2025-2026 SGA President, detailed SGA appropriations supporting a variety of needs, projects and events across organizations and academic units. He touched on the priority of raising SGA awareness on campus, particularly among commuter and international students and within the areas of Housing, Military Services and Global USA, and credited Mr. Lawrence, SGA Director of Community Engagement, for spearheading projects in these fields. He conveyed appreciation for opportunities to connect with prospective students and community partners and thanked the Board for being supportive of student leadership.

Chair Atkins called for consideration of the consent agenda resolutions following, **Item 6**, all of which she noted were unanimously recommended for Board approval by the respective committees that met December 3, 2025. (To view additional documents authorized, refer to Appendix A.) On motion by Dr. Stokes, seconded by Capt. Jenkins, the Board voted unanimously to approve the resolutions:

RESOLUTION
EVALUATION OF THE UNIVERSITY'S ENDOWMENT FUND AND NON-ENDOWMENT FUND INVESTMENT POLICY STATEMENTS

WHEREAS, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires that investment policy statements be evaluated regularly, and

WHEREAS, the University of South Alabama (the "University") Board of Trustees has previously approved the University's endowment fund and non-endowment fund investment policy statements,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby acknowledges the annual evaluation of both policy statements for the current year by the Development, Endowment and Investments Committee (the "Committee") and affirms the Committee's recommendation that revision of the endowment fund investment policy statement and non-endowment fund investment policy statement is not needed at this time.

RESOLUTION
APPOINTMENT AND REAPPOINTMENT OF OFFICERS AND DIRECTORS FOR THE JAGUAR ATHLETIC FUND, INC.

WHEREAS, pursuant to the amended bylaws of the Jaguar Athletic Fund, Inc. (the "JAF"), the Board of Trustees of the University of South Alabama (the "University") shall approve the JAF slate of officers and directors, and

WHEREAS, the University and JAF have a history of interaction and cooperation that has served the interests of the University, and

WHEREAS, the JAF Board of Directors, through its Nominating Committee, is authorized to nominate officers and directors consistent with the aforesaid for consideration and approval by the University's Board of Trustees, and

WHEREAS, the Nominating Committee of the JAF Board of Directors has nominated the following individuals to serve as JAF officers or directors for the calendar-year terms as specified:

OFFICERS - Reappointment for 2026

• J.H. "Jimmy" Shumock	Corporation President
• C.L. "Skipper" Walters	Corporation Vice President

DIRECTORS - Reappointment for Three-Year Terms, 2026-2028

• Shirley Brown	Women's Golf
• Wes Hinkle	At-Large
• Alex Pastore	Baseball

DIRECTORS - New Appointment for Three-Year Terms, 2026-2028

• Alan Chow	Tennis
• George Davis	Volleyball
• Patrick Johns	At-Large
• Todd Martin	Men's Basketball

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama does hereby authorize the appointment and reappointment of the officers and directors of the Jaguar Athletic Fund, Inc., as set forth.

RESOLUTION
USA HEALTH HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS FOR AUGUST, SEPTEMBER AND OCTOBER 2025

WHEREAS, the USA Health Hospitals medical staff appointments and reappointments for August, September and October 2025 are recommended for Board approval by the Medical Executive Committees and the USA Health Credentialing Board,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the appointments and reappointments as submitted.

RESOLUTION
USA HEALTH HOSPITALS MEDICAL STAFF BYLAWS AND ASSOCIATED DOCUMENTS REVISIONS

WHEREAS, revisions to the USA Health Hospitals Medical Staff Bylaws and to associated documents, as attached hereto, are recommended for approval by the Medical Executive Committees and the Executive Committee of the USA Health Hospitals,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the revisions as submitted.

RESOLUTION
USA HEALTH HOSPITALS NOMINATION
OF MEDICAL EXECUTIVE COMMITTEE OFFICERS FOR 2026 AND 2027

WHEREAS, the following USA Health Hospitals slate of officers, approved by the active Medical Staff via electronic vote on September 19, 2025, is recommended for approval by the Medical Executive Committees and the Executive Committee:

USA Health Children's & Women's Hospital
- Chair, Medical Executive Committee — Benjamin Estrada, M.D.
- Chair-Elect/Secretary, Medical Executive Committee — Jennifer Pierce, M.D.

USA Health University Hospital
- Chair, Medical Executive Committee — Judy Blair-Elortegui, M.D.
- Chair-Elect/Secretary, Medical Executive Committee — Payton Statkewicz, M.D.,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the nominations as submitted.

RESOLUTION
APPOINTMENT OF DIRECTORS
FOR THE SOUTH ALABAMA MEDICAL SCIENCE FOUNDATION

WHEREAS, Article III, Section 3.2(a) of the Amended and Restated Bylaws (the "Bylaws") of the South Alabama Medical Science Foundation ("SAMSF"), dated October 7, 2025, calls for the appointment by the University of South Alabama ("USA," the "University") Board of Trustees of five (5) directors who are not officers, employees or trustees of the University ("non-affiliated directors"), and

WHEREAS, Article III, Section 3.2(b) of the Bylaws states that the USA Board of Trustees shall elect such non-affiliated directors from a slate provided by the SAMSF Board of Directors (the "Board"), and

WHEREAS, the SAMSF Board has provided the following slate of non-affiliated directors, each to serve a term expiring as set forth hereinbelow:

- William Blaylock, MD — September 30, 2027
- Elizabeth Freeman — September 30, 2027
- Mark Hoffman — September 30, 2029
- Russell Hudgens, MD — September 30, 2029
- Amy Morris, MD — September 30, 2029,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees does hereby appoint the aforementioned individuals to serve as SAMSF directors as set forth.

RESOLUTION
SABBATICAL AWARDS

WHEREAS, in accordance with University of South Alabama policy, proposals for sabbatical awards for the faculty following have been reviewed and recommended by the respective faculty committees, departmental chair and college dean; the Executive Vice President and Provost; and by the President:

- Treena Finney, Ph.D., Professor, Department of Management
- Zach Finney, Ph.D., Professor, Department of Marketing, Supply Chain & Analytics
- Jeremiah Henning, Ph.D., Associate Professor, Department of Biology
- Kern Jackson, Ph.D. Associate Professor, Department of English
- Mara Kozelsky, Ph.D., Professor, Department of History
- Phillip Smith, Ph.D., Professor, Department of Psychology
- Jason Strickland, Ph.D., Assistant Professor, Department of Biology,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees approves said sabbatical awards for Fall 2026 – Spring 2027.

RESOLUTION
FACULTY EMERITUS

WHEREAS, the following faculty members have retired from the University of South Alabama:

ACADEMIC AFFAIRS:
- J. Reid Cummings, Ph.D., Professor of Finance and Real Estate
- Peggy M. Delmas, Ph.D., Associate Professor of Educational Leadership
- Jeffrey P. Landry, Ph.D., Professor of Information Systems and Technology
- Cornelius Pillen, Ph.D., Professor of Mathematics and Statistics
- Alvin J. Williams, Ph.D., Professor of Marketing

WHIDDON COLLEGE OF MEDICINE:
- Elias G. Chalhub, M.D., Professor of Pediatrics
- Jack A. Di Palma, M.D., Professor of Internal Medicine, and

WHEREAS, in recognition of their contributions to the University through extraordinary accomplishments in teaching and in the generation of new knowledge through research and scholarship; in serving to positively inspire students; and, regarding those with clinical backgrounds, for dedication to the treatment and healing of patients; all for which, in accordance with University policy, the respective peer review committee, department chair and college dean, the Executive Vice President and Provost, and the President have duly recommended the aforementioned faculty retirees be appointed to the rank of Professor Emeritus, Associate Professor Emeritus, or Senior Instructor Emeritus,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees hereby appoints these individuals to the rank of Professor Emeritus, Associate Professor Emeritus, or Senior Instructor Emeritus with the rights and privileges thereunto appertaining, and

BE IT FURTHER RESOLVED that the Board of Trustees conveys its deep appreciation to these individuals in recognition of their significant contributions and dedicated service to the University of South Alabama.

RESOLUTION
HONORARY DOCTORATE DEGREE FOR THE HONORABLE KATIE BOYD BRITT

WHEREAS, the University of South Alabama (the "University," "USA") seeks to honor exceptional individuals who have devoted a substantial part of their lives to the service of others and who have distinguished themselves throughout their professional careers, and

WHEREAS, The Honorable Katie Boyd Britt is an Alabama native and the daughter of two small business owners from Enterprise, and

WHEREAS, Senator Britt graduated from the University of Alabama in 2004 with a degree in political science and later attended the University of Alabama School of Law, finishing in 2013 with a Juris Doctor degree, and

WHEREAS, Senator Britt married her husband, Wesley, in 2008, and together they have two children, Bennett and Ridgeway, and

WHEREAS, in 2022, Katie Britt became the first female from Alabama to be elected as a United States Senator, and

WHEREAS, in 2023, Senator Britt was sworn in as the youngest female Republican ever elected to the U.S. Senate, and

WHEREAS, Senator Britt is proud to advocate for hardworking families and fight effectively for Alabama's people, interests and values as she continues to identify and achieve solutions to the pressing challenges facing the state and nation, and

WHEREAS, Senator Britt is a true partner to the University of South Alabama and a champion for its substantial role in the region's prosperity, as one of Mobile's largest economic drivers and employers, which supports nearly 12,000 employees and connects more than 100,000 alumni, and

WHEREAS, Senator Britt served previously as Senator Richard Shelby's Chief of Staff and was instrumental in securing a $60 million allocation for USA in the Spring of 2022 – the first congressional appropriation of this magnitude and significance in University history – to assist with construction of the Whiddon College of Medicine facility, a project that will increase the availability of medical services and physicians for the citizens of Mobile, the state of Alabama and the Gulf Coast region,

THEREFORE, BE IT RESOLVED, for her dedication and many contributions to the state of Alabama and support for the University, the Board of Trustees of the University of South Alabama is proud to bestow upon The Honorable Katie Boyd Britt the degree of Doctor of Humane Letters (L.H.D.), honoris causa.

RESOLUTION
BANKING AND TREASURY SERVICES AUTHORITY

BE IT RESOLVED, the President or the Vice President of Finance of the University of South Alabama (the "University," "USA"), or equivalent senior financial officer, acting together with either the Executive Vice President or the Head of the Treasury Department of the University are authorized to:

1. open and close bank, brokerage, custody, safekeeping, treasury management or other accounts in the name of the University,
2. sell, transfer, and endorse for sale or transfer any and all securities on behalf of the University,
3. buy securities for the account of the University,
4. order the transfer or delivery of University securities to any other person,

5. open and close letters of credit, lines of credit or extensions of credit on behalf of the University,
6. pledge collateral, securities, or other property in the name of the University and to make withdrawals, substitutions, and exchanges in connection therewith,
7. exercise any other rights related to securities, including signing for all releases, powers of attorney, and/or other documents in connection with securities of the University,
8. designate individuals authorized to sign checks, drafts, notes, acceptances, and other orders for the payment of money or the withdrawal of funds for the account of the University,
9. designate individuals authorized to endorse, negotiate, receive, or authorize the payment of the proceeds of any instruments or orders for the payment of money to the University,
10. designate individuals authorized to make telephone transfer of funds of the University and the manner in which such funds can be transferred, and
11. issue any other instructions for the conduct of any accounts in the name of the University,

and

BE IT FURTHER RESOLVED, this resolution supersedes previous such resolutions of the University of South Alabama Board of Trustees authorizing the University's banking activities, and

BE IT ADDITIONALLY RESOLVED, as the individuals holding the positions of President, Executive Vice President, Vice President of Finance (or equivalent senior financial officer), and the Treasury Department Head change from time to time, the secretary of the USA Board of Trustees is authorized to certify, under the corporate seal of the corporation, the names and signatures of the individuals succeeding to those positions, and

FINALLY, BE IT RESOLVED that the secretary of the USA Board of Trustees is hereby authorized to certify, under the corporate seal of the corporation, copies of this resolution with the names and specimen signatures of the persons authorized to act on behalf of the University.

Chair Atkins called for a report from the Audit Committee, **Item 7**. Dr. Stokes, Committee Chair, stated that a Committee meeting was held on December 3, 2025, and he briefed the Board on the proceedings.

Chair Atkins called for a report from the Development, Endowment and Investments Committee, **Item 8**. Judge Windom, Committee Chair, advised of a Committee meeting held on December 3, 2025, and he provided an overview on the business that occurred.

Chair Atkins called for a report from the Health Affairs Committee, **Item 9**. Mr. Shumock, Committee Chair, noted that a Committee meeting took place on December 3, 2025, and presented a summary on the work that took place. He added that the Committee voted unanimously to recommend Board approval of **Item 10** following and made a motion for its approval. Mr. Yance seconded, and the Board voted unanimously to approve the resolution:

RESOLUTION
FORMATION OF A HEALTHCARE AUTHORITY

WHEREAS, the University of South Alabama (the "University") is a public body corporate and institution of higher learning that operates a college of medicine as a part of its academic medical center enterprise, which also includes a physician faculty practice, three acute care hospitals, and USA Health Mitchell Cancer Institute, these three endeavors being collectively known as USA Health and USA HealthCare Management, LLC, and

WHEREAS, pursuant to Alabama Code Sections 16-17A-2 to 24 (the "Enabling Law"), public universities operating schools of medicine are authorized to form a type of public corporation known as a University Authority if it is found by the board of trustees of the sponsoring university that such formation is necessary, desirable, and in the best interests of the sponsoring university, and

WHEREAS, the formation of a University Authority for the purposes of facilitating the provision of healthcare in South Alabama, particularly in rural areas, would enhance the University's delivery of patient care by providing it with a corporate structure that allows for greater flexibility and options with the exercise of the powers and privileges granted under the Enabling Law to achieve this goal consistent with the public health mission of the University,

THEREFORE, BE IT RESOLVED that the Board of Trustees of the University of South Alabama hereby declares that it is necessary, desirable, and in the best interest of the University of South Alabama that the proposed USA Rural Healthcare Authority, a University Authority, be incorporated, and

RESOLVED FURTHER that the Board of Trustees hereby authorizes the formation of the USA Rural Healthcare Authority; approves the Articles of Incorporation of the USA Rural Healthcare Authority on **Exhibit A**; and authorizes the University of South Alabama to proceed to form the USA Rural Healthcare Authority by filing the articles of incorporation in accordance with Alabama Code Section 16-17A-4, and

RESOLVED FURTHER that the Board of Trustees hereby approves the Bylaws of the USA Rural Healthcare Authority as set forth on **Exhibit B**, and

RESOLVED FURTHER that the Board of Trustees hereby appoints the individuals listed on **Exhibit C** to serve on the Board of Directors of the USA Rural Health Care Authority for the terms indicated in accordance with the provisions of the Articles of Incorporation of the USA Rural Health Care Authority, and

RESOLVED FURTHER that the Board of Trustees hereby authorizes any other action necessary for the establishment of the USA Rural Healthcare Authority, and

RESOLVED FURTHER that the Board of Trustees ratifies any actions taken by officers or employees of the University of South Alabama in connection with the establishment of the USA Rural Healthcare Authority.

Returning briefly to **Item 8**, a report from the Development, Endowment and Investments Committee, Judge Windom introduced the latest capital campaign video which featured Mr. Gonzalez.

Chair Atkins called for a report from the Academic Excellence and Student Success Committee, **Item 11**. On behalf of Ms. Brown Stewart, Committee Chair, Capt. Jenkins advised of a Committee meeting held on December 3, 2025, and provided a recap of the work accomplished.

Chair Atkins called for a report from the Budget and Finance Committee, **Item 12**. Mr. Perkins, Committee Chair, said that the Committee met on December 3, 2025, and reviewed the matters addressed.

Chair Atkins called for a report from the Long-Range Planning Committee, **Item 13**. Mr. Graham, Committee Chair, delivered a summation on the business that occurred at a Committee meeting held on December 3, 2025.

Chair Atkins, Ms. Hamilton, Mr. Yance, President Bonner, Provost Kent, Ms. Sullivan, Dr. Erdmann and Dr. Angela Barlow, Dean of the College of Education and Professional Studies, gathered for the presentation of **Item 14** following, and President Bonner invited Mrs. Carol Statter and Mr. Jim Statter to join them. Ms. Hamilton read the resolution and made a motion for its approval. Mr. Yance seconded, and the Board voted unanimously to approve the resolution. Mr. and Mrs. Statter received a commemorative resolution, and Mr. Statter said it was their pleasure to give back to their alma mater:

RESOLUTION
COMMENDATION OF MRS. CAROL STATTER AND MR. JIM STATTER

WHEREAS, the University of South Alabama (the "University," "USA") is the Flagship of the Gulf Coast and is committed to its mission of making a difference in the lives of those it serves through promoting discovery, health and learning, and

WHEREAS, the mission of the College of Education and Professional Studies (the "College") is to transform the community and expand outreach through a commitment to excellence in education and human services, the advancement of innovative research and supporting the College's dedicated faculty, staff, students and alumni, and

WHEREAS, Jaguar Athletics is a charter member of the Sun Belt Conference with eight men's and nine women's sports teams participating in NCAA Division I competition, and the program upholds a history of excellence in academics as well as in competition, and

WHEREAS, Mrs. Carol Statter, a 1994 graduate of the Mitchell College of Business, and her husband, Mr. Jim Statter, a 1972 graduate of the College of Arts and Sciences, have had impactful careers in business, with Mrs. Statter working in human resources and workforce development positions, and Mr. Statter making his impact as a longtime business owner, and, together, they have demonstrated a deep commitment to supporting the University of South Alabama and education initiatives, and

WHEREAS, Mrs. Statter and Mr. Statter credit the University of South Alabama's athletics teams, especially the football team, for bringing the Jaguar community together through the shared bond of team spirit, and believe that literacy is the key that unlocks every child's potential to reach their dreams, and, with this in mind, the Statter family has made a legacy gift of $1,700,000 to the University to support the College of Education and Professional Studies' Literacy Center and USA's football program,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby recognizes and commends Mrs. Carol Statter and Mr. Jim Statter for their extraordinary generosity and commitment and joins the University President, faculty, staff, students and alumni in extending sincere gratitude to the Statter family for their transformative gift to the University.

For the presentation of **Item 15** following, President Bonner invited Mr. Owen Bailey and Mrs. Genie Bailey to join him, Chair Atkins, Mr. Shumock, Provost Kent and Dr. Fox, along with USA Health team members with whom Mr. Bailey worked: Ms. Deborah Browning, USA Health Children's & Women's Hospital Chief Executive Officer; Dr. Mike Chang, USA Health Chief Physician Executive/Chief Medical Officer; and Mr. Tom Myers, USA Health Chief Transformation Officer. President Bonner discussed Mr. Bailey's impact as the leader of USA Health over the decade and turned to Mr. Shumock, who read the resolution and made a motion for its approval. Ms. Mitchell seconded, and the Board voted unanimously to approve the resolution. Upon receiving a commemorative resolution, Mr. Bailey conveyed heartfelt gratitude for the opportunity to serve and the bonds forged with the people of USA Health and the University of South Alabama:

RESOLUTION
COMMENDATION OF MR. G. OWEN BAILEY

WHEREAS, the University of South Alabama (the "University," "USA") seeks to honor exceptional individuals who devoted a substantial part of their careers to serving others and distinguished themselves through their professional contributions, and

WHEREAS, Mr. G. Owen Bailey began his journey with the University in 2011 as Administrator of USA Health Children's & Women's Hospital, where he led construction of a new $72 million children's tower that doubled the size of the facility, and

WHEREAS, Mr. Bailey was named to a dual appointment of Chief Executive Officer of USA Health and Senior Associate Vice President for Medical Affairs in 2016, and

WHEREAS, Mr. Bailey has been a driving force behind USA Health's expansive growth from seven facilities in 2016 to more than 40 care-delivery sites in 2025, and

WHEREAS, Mr. Bailey was part of the executive team that led the 2023 acquisition of Ascension Providence Hospital, negotiating an agreement that brought on an additional 1,800 employees and 14 clinics in two states, making USA Health the largest public health system in the region with an annual impact on the Gulf Coast economy of more than $1 billion, and

WHEREAS, Mr. Bailey oversaw numerous initiatives, including the expansion of the Fanny Meisler Trauma Center at University Hospital; implementation of community health efforts during the global pandemic; development of USA Health's Industrial Medicine Program, Pediatric Emergency Center at Children's & Women's Hospital, Mapp Family Campus in Baldwin County, and free-standing emergency department in West Mobile; and expansion of patient services in rural Southwest Alabama, and

WHEREAS, Mr. Bailey established USA Health's Spiritual Care and Counseling Department staffed with chaplains and counselors to help employees, patients and families in need of encouragement, and

WHEREAS, Mr. Bailey was awarded the Alabama Hospital Association's highest honor, the *Gold Medal of Excellence*, for his record of exceptional service and lasting influence as a leader who has shaped the future of healthcare in Alabama, and

WHEREAS, Mr. Bailey has made a profound difference in the lives of countless patients by increasing access to healthcare in our community and fostering a servant culture at USA Health, and

WHEREAS, Mr. Bailey is recognized for his charitable spirit, as demonstrated when he dressed as Woody from Toy Story to bring joy to patients at Children's and Women's Hospital, and, along with the elaborate and entertaining impersonations he has mastered to a tee, such as Elwood of the Blues Brothers, Mr. Bailey is also affectionately known by the nickname *Pappa Giorgio* for his love of the lobster giorgio dish served at USA's annual elected officials dinner,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby extends heartfelt appreciation to Mr. G. Owen Bailey for his voluminous contributions to the University of South Alabama and USA Health spanning 14 years and offers best wishes to Mr. Bailey and his wife, Mrs. Genie Bailey, in all their future endeavors.

In closing, President Bonner reminded everyone about the Holiday Concert scheduled that evening, and Chair Atkins wished everyone a pleasant holiday season.

There being no further business, the meeting was adjourned at 12:16 p.m.

Attest to:

W. Ronald Graham

William Ronald Graham, Secretary

Respectfully submitted:

Alexis Atkins

Katherine Alexis Atkins, Chair *pro tempore*

APPENDIX A

Investment Policy Statement
for the University of South Alabama Endowment Fund
Approved

December 5, 2024

Table of Contents

Section		Page
I.	Purpose of this Investment Policy Statement	3
II.	Roles and Responsibilities	3
III.	Time Horizon	6
IV.	Endowment Spending Policy	7
V.	Gift Policy	7
VI.	Liquidity	7
VII.	Investment Strategy	8
VIII.	Asset Types and Vehicles	8
IX.	Portfolio Investment Guidelines	9
X.	Rebalancing	10
XI.	Investment Manager Evaluation, Due Diligence, Selection, Monitoring and Corrective Action	10
XII.	Performance Evaluation	11
XIII.	Reporting	11
XIV.	Commingled Vehicle Guidelines	12
XV.	Investment Advisory Fees	12

Mission Statement

"The Endowment exists to provide resources to the University, as provided for by the donors, while preserving capital for future generations and needs. The University seeks to maximize returns within prudent risk parameters and aims for long-term growth that outpaces inflation, using a balanced portfolio and top-tier management firms."

The Development, Endowment, and Investment Committee (the "Investment Committee") of the Board of Trustees (the "Board") of the University of South Alabama (the "University") is responsible for recommending investment policies and guidelines for approval by the Board. The Committee also oversees the implementation of these policies and guidelines, including the selection of qualified investment professionals, such as the Investment Management Consultant(s) (the "IMC"), Investment Manager(s), and Custodian(s). Additionally, the Committee is tasked with overseeing and delegating all investment activities, monitoring performance, and ensuring the prudent stewardship of the University's Endowment Funds.

Currently, the Head of the Treasury Management Department (the "HTM") has been delegated investment management authority over the Endowment Fund. The HTM reports to the Chief Financial Officer of the University and will provide periodic reports to the Committee and Board to ensure transparency and alignment with institutional objectives.

I. Purpose of this Investment Policy Statement

This Investment Policy Statement (the "IPS") outlines the goals and guidelines for the accumulated investment funds of the University of South Alabama Endowment. The Investment Committee oversees the investments of the University Endowment's long-term investment portfolio (the "Endowment Fund"). The purpose of this IPS is to delegate responsibilities among the parties involved in the oversight and management of the Endowment Fund and to describe the investment objectives, constraints, risk guidelines, policies, and procedures that apply. In addition, this IPS will guide the investment managers in achieving desired results. The goal of the Endowment Fund is to protect and grow the assets by earning a total return appropriate for the portfolio's time horizon, distribution requirements, and risk tolerance to support projects endowed for specific purposes.

II. Roles and Responsibilities

The Board is responsible for directing and monitoring the investment management of the Endowment Fund. As such, the Board is authorized to delegate certain authority to professional experts in various fields. These roles are as follows:

1. Role of the University of South Alabama Board of Trustees:

   The Board's role is to oversee the management of the Endowment Fund's assets. The Board shall discharge its duties in good faith, with the care that an ordinary,

prudent person in a similar position would exercise under comparable circumstances. The Board will supervise the Investment Committee and will assign the following authority and responsibilities.

Responsibilities of the Board:

- Develop sound and consistent investment policy guidelines for use by the HTM and the IMC(s) when making investment decisions.
- Monitor implementation of this IPS to ensure investment decisions are in line with goals.
- Review the IPS annually.
- Monitor and evaluate performance results.
- Review quarterly reports of portfolio results and notable market observations by the HTM.
- Act in accord with this IPS and all applicable laws and state and federal regulations that apply to endowments and organizations.
- Delegate selection of investments, securities, funds, Investment Managers, and Custodians to the HTM and the IMC(s).

2. Role of the Development, Endowment, and Investment Committee:

The Committee is responsible for overseeing the Endowment Fund's investment activities on behalf of the Board. The Committee will work in conjunction with the HTM and the IMC(s) to ensure that the Endowment's investment strategy aligns with the University's long-term objectives. The Committee approves policy recommendations, reviews performance, and provides ongoing oversight to maintain fiduciary standards and meet the Endowment Fund's objectives.

Responsibilities of the Committee:

- Review and recommend investment policies, objectives, and guidelines to the Board for approval.
- Approve the selection, retention, and replacement of investments, securities, funds, Investment Managers, and Custodians, as recommended by the HTM and the IMC(s).
- Oversee the HTM and IMC(s) to ensure the Endowment's investments are managed prudently and in accordance with IPS guidelines.
- Review periodic performance reports provided by the HTM and IMC(s) to assess the alignment with benchmarks and objectives.
- Make recommendations to the Board regarding any necessary policy updates or strategic adjustments to maintain alignment with the University's goals.

3. Role of the HTM and the IMC(s):

The HTM serves as the primary executive responsible for executing the investment policy as approved by the Board. This individual works with the University's CFO and IMC(s) to implement strategy, manage fund operations, and report on performance.

The consultant(s) may assist the HTM in establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.

Responsibilities of the HTM in coordination with the IMC(s):

- Acknowledge acceptance of responsibility as a fiduciary.
- Assist in establishing investment policies, objectives, and guidelines for the Committee to review and the Board to approve.
- Identify, evaluate, and recommend investment managers suitable for fulfilling the objectives and risk profile of the Endowment Fund.
- Regularly monitor and assess the performance of selected investment managers, benchmarking results relative to objectives and market indices to ensure alignment with expectations.
- Ensure that investments comply with established guidelines and regulatory requirements, advising on risk management practices and any necessary adjustments.
- Offer periodic insights on market trends, economic outlooks, and strategic adjustments to enhance the Endowment's investment positioning.
- Manage the Endowment Fund according to the investment guidelines, limitations, and restrictions set forth in this IPS.
- Make all decisions on a discretionary basis with the CFO's approval regarding assets placed under its jurisdiction. This discretion includes decisions to buy, hold, and sell securities in amounts and proportions that reflect the investment strategy and are compatible with the Endowment Fund's investment guidelines.
- Provide the Committee and Board with quarterly investment reports and notable market observations.
- Measure performance in terms of total return, net of management fees, in comparison to appropriate benchmarks.
- Keep the Committee and Board informed of major investment outlook, strategy, policy, or philosophy changes.
- Conduct quarterly meetings with the Board to formally review the investment portfolio.
- Participate in ongoing professional development, including attending relevant educational conferences and workshops, to remain informed about evolving investment strategies, market trends, regulatory changes, and best practices in endowment management.

4. Role of the Fund/Investment Manager(s):

The Endowment Funds will be managed primarily by external investment advisory organizations; both commingled vehicles and separate accounts may be used. The Fund/Investment Manager(s) has discretion to purchase or sell, in the University's name, the specific securities that will be used to meet the Endowment Fund's investment objectives.

In some instances, the ICM(s) will maintain portfolios to gain market exposure that the Fund/Investment Managers lack. All trades executed by the ICM(s) must be approved by the CFO or the HTM.

Responsibilities of the Fund/Investment Manager(s):

- Discretionary management of security transactions and asset allocation within the Manager's portfolio sleeve.
- Reporting investment performance and valuations on a timely basis.
- Notification of major changes in economic outlook, strategy, or other factors impacting the Endowment's objectives.
- Updating the HTM and IMC(s) on any organizational changes in management, ownership, or philosophy.
- Provide proof of liability and fiduciary insurance coverage.
- Acknowledge agreement to invest within the guidelines set forth in this IPS.
- Meet with the HTM and IMC(s) as needed.
- Proxy voting on behalf of the Endowment Funds, with records communicated promptly; the University reserves right to vote on specific issues.

5. Role of the Custodian(s):

The Custodian will physically (or through securities owned by the Endowment Fund) collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. Additionally, the Custodian will perform regular accounting of all assets (owned, purchased, or sold) and monitor the movement of assets within the Endowment Fund's accounts.

III. Time Horizon

The Organization shall maintain a Long-Term Investment Portfolio with assets invested to support both current and future spending needs.

IV. Endowment Spending Policy

The objective of the Endowment Fund is to generate long-term growth and maintain purchasing power to support the University's needs. The Board reserves the right to withdraw funds as deemed appropriate to advance the University's mission. The University is subject to the "Uniform Prudent Management of Institutional Funds Act" (UPMIFA) of the Code of Alabama. This law allows the University, unless otherwise restricted by the donor, to spend net appreciation, realized and unrealized, of the endowment assets. The law also allows the University to appropriate for expenditure or accumulate to an endowment fund such amounts as the University determines to be prudent for the purposes for which the endowment fund was established. The endowment spending policy provides that 4.5% of the five-year invested net asset moving average value (inclusive of net realized and unrealized gains and losses), as measured at September 30, is available annually for spending in the next academic year. The policy further states that net interest, dividend income, and net realized and unrealized appreciation, after distributions allowed by the spending policy, shall be retained within the Endowment.

The annual internal management fee is calculated each year based on the total Endowment's fiscal year-end value. Endowments are billed or allocated for the internal management fee in October, rather than over the course of the year. In October, if there is a gain in the Endowment, the internal management fee is subtracted, and the difference is booked as a gain or loss for that month. The current internal management fee is 1.25%.

V. Gift Policy

The University may periodically receive gifts in the form of marketable securities. Upon receipt, the Treasury Management Department will liquidate these securities as promptly as possible. If regulatory restrictions prevent immediate sale, the University will hold the securities until the restriction period ends and then proceed with liquidation at the earliest opportunity. The University will not attempt to enhance the Endowment Fund's value by holding gifted securities.

The University may also accept land donations. Upon receipt, the University will evaluate the land for alignment with institutional needs and potential endowment benefits. If the land is not designated for specific university use, it will be liquidated in a manner consistent with maximizing value while adhering to applicable regulations and donor wishes, including any use or sale restrictions specified in the gift agreement or other supporting documentation.

VI. Liquidity

The Endowment Fund is structured to balance long-term growth objectives with liquidity needs, ensuring sufficient cash is available to meet the University's spending requirements and operational commitments. A portion of the total Endowment assets will be held in highly liquid instruments to meet short-term spending needs and capital calls

without necessitating forced asset sales. These assets may include cash equivalents and other readily marketable securities.

The HTM will conduct quarterly liquidity analyses and reports. This allows the HTM and the IMC(s) to monitor the liquidity profile of the total endowment, ensuring alignment with projected cash needs and addressing any rebalancing requirements.

The University's CFO should notify the HTM and IMC(s) of any liquidity needs and debt covenant issues.

VII. Investment Strategy

The investment strategy of the Endowment Fund emphasizes total return, defined as the combined return from capital appreciation and dividend and interest income. The Endowment Fund will be monitored for returns relative to objectives, consistency of investment philosophy, and investment risk.

VIII. Asset Types and Vehicles

The HTM and IMC(s) will consider underlying costs, diversification benefits, and the expected return and risk when selecting vehicles for each asset classes. Selected investments should have reasonable and competitive fees. Investment asset classes will be categorized as follows:

- Return Seeking Assets: These assets are expected to achieve higher long-term growth, but typically carry a higher level of risk. They include equities and other high-growth investments that are expected to outpace inflation over time. The Endowment Fund invests in these assets to support long-term growth that can sustain and enhance the institution's financial support.

- Risk-Mitigating Assets: These assets are expected to provide stability during periods of market volatility. They generally carry lower risk and tend to retain or appreciate in value during market downturns, helping to counterbalance the volatility in return-seeking assets. This category includes cash, fixed-income securities, and other investments that exhibit low correlation with equity markets aimed at protecting capital and managing downside risk.

- Diversifying Assets: These assets are expected to enhance the overall risk-adjusted returns and diversification by exhibiting low anticipated correlation with both return-seeking and risk-mitigating assets. These investments reduce the portfolio's dependence on any single economic factor or asset class. This category includes real assets (such as real estate and commodities), hedge fund strategies, private equity, and private credit.

IX. Portfolio Investment Guidelines

Long-Term Investment Portfolio

Risk Guidelines

The objective of the Endowment Fund is to maximize total return (capital appreciation and income) while managing the risk of significant principal decline. The Board acknowledges that short-term market fluctuation may result in capital loss; however, the Endowment Fund's asset value (without additional contributions or withdrawals) should grow over the long term, if it avoids excess risk.

Long-Term Investment Portfolio Strategic Asset Allocation Targets

To achieve its objective, the Board, in conjunction with the HTM and the IMC(s), has established the following long-term strategic asset allocation targets.

Asset Category	**Target Asset Allocation Exposure**	**Target Allowable Range**
Return-Seeking Assets	**45%**	**33-80%**
U.S. Large & Mid-Cap Equity[1]	27.5%	25-55%
U.S. Small-Cap Equity	5%	3-8%
Developed Large & SMID International Equity	8.25%	5-20%
Emerging Markets	4.25%	0-5%
Risk-Mitigating Assets	**18%**	**15-55%**
Multi-Strategy Bonds[1]	18%	15-40%
Cash	0%	0-5%
Diversifying Assets	**37%**	**10-50%**
Real Estate	2.25%	0-5%
Hedge Funds	18%	10-30%
Private Equity (Equity Alternative)[2]	10%	0-15%
Private Credit (Fixed Income Alternative)[3]	6.75%	0-15%
Total	**100%**	**100%**

[1] True Target Exposure Variability: True target exposures may vary based on Private Equity or Private Credit exposures and future capital calls.

[2] Private Equity Considerations: Private Equity is classified as an Equity Alternative. Any unfunded commitments may be temporarily allocated to the U.S. Large and Mid-Cap Equity asset class until capital calls are executed.

[3] Private Credit Considerations: Private Credit is classified as a Fixed Income Alternative. Any unfunded commitments may be temporarily allocated to the Multi-Strategy Bond asset class until capital calls are executed.

Limitations on Allocations

1. No more than 10% of the Endowment Fund's assets will be allocated to any single actively managed fund.
2. No more than 35% of the Endowment Fund's assets will be allocated to a single "Fund of Funds" or multi-manager fund.
3. No more than 45% of the Endowment Fund's assets will be allocated to a single investment firm.

X. Rebalancing

The HTM and the IMC(s) will rebalance among the necessary asset categories and classes in accordance with its own internal rebalancing rules, which may be adjusted from time to time. This process may result in portfolio exposure to an asset category or class temporarily exceeding or falling below the stated maximum/minimum target range. The Endowment Fund should be analyzed and reviewed for rebalancing at least semi-annually.

XI. Investment Manager Due Diligence, Evaluation, Selection, Monitoring and Corrective Action

The University seeks investment managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Endowment Fund expects its active managers to generate superior risk-adjusted returns relative to benchmarks, net of fees, while its passive managers efficiently mirror and gain exposure to specific markets at relatively low costs. Attractive firm characteristics include:

1. A strong market reputation and a substantial, high-quality client base.
2. Alignment of interests and principles.
3. A stable, experienced professional team with employees holding equity in the firm.
4. Controlled growth with manageable assets.
5. Competitive long-term performance relative to peers and appropriate benchmark(s).
6. Competitive fees with minimum account sizes.
7. Annual audits conducted by an independent audit firm.

Performance (net of fees) will be provided monthly (quarterly for private funds) by the Investment Managers. Reports will include time-weighted total returns measured against the relative benchmark(s). Active Managers are expected to add value beyond these benchmarks. Historical data will also be included to assess short-term results within the context of long-term strategies (e.g., Rolling Period Analysis).

Corrective action may be taken as part of the ongoing review of Investment Managers. Instances warranting corrective action or termination include:

1. **Major Organizational Changes:** Significant changes within a firm, such as new portfolio managers, may necessitate re-evaluation and potentially a new contract. Failure to notify the University of such changes is grounds for termination. Managers are expected to maintain open communication with the University.
2. **Contract Violations:** Breach of contract terms constitutes grounds for termination.
3. **Style Drift:** Managers are selected to fulfill specific investment styles for diversification. Significant shifts in strategy may result in termination if they deviate from the Endowment Fund's original intent.
4. **Performance Review:** Managers will not typically be terminated for short-term underperformance if they adhere to their established style. Performance will be evaluated over an appropriate timeframe (three and five year comparisons) with guidance from the HTM and the IMC(s).
5. **Endowment Fund Rebalancing:** Managers may be replaced during Rebalancing.
6. **Other Circumstances:** Any other events or conditions deemed in the University's best interest.

XII. Performance Evaluation

The HTM and the IMC will evaluate the performance of Investment Managers and underlying funds in accordance with the Endowment Fund's stated time horizon. Performance evaluation will be made over a full market cycle, typically five to ten years. The HTM and the IMC(s) will review the performance of Investment Managers and their underlying funds relative to appropriate benchmarks, as well as their risk-return profiles, to ensure alignment with the Endowment's objectives and risk tolerance. Additionally, they will review the choice of benchmarks for each Investment Manager and underlying funds on an annual basis.

Overall, the Endowment Fund results will be evaluated on a rolling five-year basis against a blended benchmark as follows: 45% MSCI ACWI Index, 5% S&P 100 Equal Weight Index, 5% Russell 2000 Index, 12.5% Barcap US Agg. Index, 12.5% Barcap BB Agg. Intermediate Index, 2% Wilshire US REIT Index, 9% HFRI Fund of Funds Strategic Index, and 9% HFRI Fund of Funds Conservative Index. This benchmark will be reviewed and evaluated annually to ensure it remains aligned with the Endowment Fund's strategic objectives, investment goals, and asset allocation.

XIII. Reporting

The Investment Managers and underlying funds are expected to provide monthly statements and quarterly performance reports that include performance against their stated benchmarks, valuation, asset allocation, and cash flow summary.

XIV. Commingled Vehicle Guidelines

Investments in mutual funds, hedge funds, fund of funds, other alternative investments, and other commingled investment vehicles are permitted.

XV. Investment Advisory Fees

The University recognizes that investment advisory fees impact the net return of the Endowment Fund and is committed to managing these costs effectively. All investment advisory fees, including those for Investment Managers, the IMC(s), and related services, must be fully disclosed, transparent, reasonable, and competitive with industry standards. The HTM and the IMC will conduct an annual review of these fees to ensure they are fair and align with the value provided. Advisory fees and any changes will be reported to the Board annually to ensure transparency and accountability.

This Investment Policy Statement is hereby adopted by the University of South Alabama Board of Trustees.

Agreed and Acknowledged:

[University of South Alabama Board of Trustees]

By: _____Date: _____

Name:

Title: Secretary, USA Board of Trustees

[Chief Financial Officer, University of South Alabama]

By: _____Date: _____

Name:

Title: CFO

[Head of the Treasury Management Department, University of South Alabama]

By: _____Date: _____

Name:

Title:

[Investment Management Consultant]

By: _____Date: _____

Name:

Title:

Company: N.D. Pitman & Co., Inc.

Investment Policy Statement

for the University of South Alabama Non-Endowment Long Term Fund

Approved

March 14, 2025

Table of Contents

Section		Page
I.	Purpose of this Investment Policy Statement	3
II.	Roles and Responsibilities	3
III.	Time Horizon	5
IV.	Gift Policy	6
V.	Liquidity	6
VI.	Investment Strategy	6
VII.	Asset Types and Vehicles	6
VIII.	Portfolio Investment Guidelines	7
IX.	Rebalancing	8
X.	Investment Manager Evaluation, Due Diligence, Selection, Monitoring and Corrective Action	8
XI.	Performance Evaluation	9
XII.	Reporting	9
XIII.	Investment Advisory Fees	9

The purpose of this policy is to establish a framework within which the Treasury Management Department manages investment operations of the University of South Alabama

The Development, Endowment, and Investment Committee (the "Investment Committee") of the Board of Trustees (the "Board") of the University of South Alabama (the "University") shall be ultimately responsible for the investment policy. By Board Resolution, the Board of Trustees has delegated investment authority to the Chief Financial Officer (the "CFO") and the Head of the Treasury Management Department (the "HTM").

I. Purpose of this Investment Policy Statement

This Investment Policy Statement (the "IPS") outlines the goals and guidelines for the accumulated non-endowed investment funds of the University of South Alabama for long-term investment. The Investment Committee oversees the investments of the University's Non-Endowed long-term investment portfolio (the "Long-Term Fund"). The purpose of this IPS is to delegate responsibilities among the parties involved in the oversight and management of the Long-Term Fund and to describe the investment objectives, constraints, risk guidelines, policies, and procedures that apply. The goal of the Long-Term Fund is to protect and grow assets that are not needed for daily operational cash flows by earning a total return appropriate for the portfolio's time horizon, spending requirements, and risk tolerance. The returns generated will be used to support the University while maintaining sufficient liquidity to accommodate fluctuations in revenues and expenses.

II. Roles and Responsibilities

1. Role of the University of South Alabama Board of Trustees:

   The Board is ultimately responsible for the IPS and for delegating the investment management of the Long-Term Fund. As such, it is authorized to delegate certain authority to professional experts in various fields. The Board shall discharge its duties in good faith, with the care that an ordinary, prudent person in a similar position would exercise under comparable circumstances. The Board assigns the following authority and responsibilities.

Responsibilities of the Board:

- Develop sound and consistent investment policy guidelines for use by the Treasury Management Department when making investment decisions.
- Monitor implementation of this IPS to ensure investment decisions are in line with goals.
- Review the IPS annually.
- Act in accord with this IPS and all applicable laws and state and federal regulations that apply to public universities.

- Delegate selection of investments, securities, funds, Investment Managers, and Custodians to the CFO and HTM.

2. Role of the Development, Endowment, and Investment Committee:

The Committee approves policy recommendations and provides general oversight to maintain fiduciary standards and meet the Long-Term Fund's objectives.

Responsibilities of the Committee:

- Review and recommend investment policies, objectives, and guidelines to the Board for approval.
- Oversee the CFO and HTM to ensure investments are managed prudently and in accordance with IPS guidelines.
- Make recommendations to the Board regarding any necessary policy updates or strategic adjustments to maintain alignment with the University's goals.

3. Role of the CFO and HTM:

The HTM serves as the primary executive responsible for executing the investment policy as approved by the Board. This individual works with the University's CFO to implement strategy, manage fund operations, and report on performance.

Responsibilities of the HTM in coordination with the CFO:

- Acknowledge acceptance of responsibility as a fiduciary.
- The CFO will review periodic performance reports provided by the HTM to assess the alignment with benchmarks and objectives.
- Establish investment policies, objectives, and guidelines for the Committee to review and the Board to approve.
- Identify, evaluate, and recommend investment managers suitable for fulfilling the objectives and risk profile of the Long-Term Fund.
- Measure performance in terms of total return, net of management fees, in comparison to appropriate benchmarks.
- Ensure that investments comply with established guidelines and regulatory requirements, advising on risk management practices and any necessary adjustments.
- Manage the Long-Term Fund according to the investment guidelines, limitations, and restrictions set forth in this IPS.
- Make all decisions on a discretionary basis with the CFO's approval regarding assets placed under its jurisdiction. This discretion includes decisions to buy, hold, and sell securities in amounts and proportions that reflect the investment strategy and are compatible with the Long-Term Fund's investment guidelines.
- Participate in ongoing professional development, including attending relevant educational conferences and workshops, to remain informed about evolving

investment strategies, market trends, regulatory changes, and best practices in investment management.

4. Role of the Fund/Investment Manager(s):

The Long-Term Fund will be managed primarily by index funds; both commingled vehicles and separate accounts may be used. Any actively managed Fund/Investment Manager has discretion to purchase or sell, in the University's name, the specific securities that will be used to meet the Long-Term Fund's investment objectives.

Responsibilities of active Fund/Investment Manager(s):

- Discretionary management of security transactions and asset allocation within the Manager's portfolio sleeve.
- Reporting investment performance and valuations on a timely basis.
- Notification of major changes in economic outlook, strategy, or other factors impacting the Long-Term Fund's objectives.
- Updating the HTM on any organizational changes in management, ownership, or philosophy.
- Meet with the CFO and HTM as needed.
- Proxy voting on behalf of the Long-Term Fund, with records communicated promptly; the University reserves right to vote on specific issues.

5. Role of the Custodian(s):

The Custodian will physically (or through securities owned by the Long-Term Fund) collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. Additionally, the Custodian will perform regular accounting of all assets (owned, purchased, or sold) and monitor the movement of assets within the Long-Term Fund's account(s).

III. Time Horizon

The Organization shall maintain a long-term investment horizon of more than five years. Assets invested are to be used to support both current and future spending needs.

IV. Gift Policy

The University may periodically receive gifts in the form of marketable securities. Upon receipt, the Treasury Management Department will liquidate these securities as promptly as possible. If regulatory restrictions prevent immediate sale, the University will hold the securities until the restriction period ends and then proceed with liquidation at the earliest opportunity. The University will not attempt to enhance the Long-Term Fund's value by holding gifted securities.

The University may also accept land donations. Upon receipt, the University will evaluate the land for alignment with institutional needs and potential benefits. If the land is not designated for specific university use, it will be liquidated in a manner consistent with maximizing value while adhering to applicable regulations and donor wishes, including any use or sale restrictions specified in the gift agreement or other supporting documentation.

V. Liquidity

The Long-Term Fund is structured to balance long-term growth objectives with liquidity needs, ensuring sufficient cash is available to meet the University's spending requirements and operational commitments.

VI. Investment Strategy

The investment strategy of the Long-Term Fund emphasizes total return, defined as the combined return from capital appreciation and dividend and interest income. The Long-Term Fund will be monitored for returns relative to objectives, consistency of investment philosophy, and investment risk.

VII. Asset Types and Vehicles

The CFO and HTM will consider underlying costs, diversification benefits, and the expected return and risk when selecting vehicles for each asset classes. Selected investments should have reasonable and competitive fees. Investment asset classes will be categorized as follows:

- Return Seeking Assets: These assets are expected to achieve higher long-term growth, but typically carry a higher level of risk. They include equities, mutual funds, and ETFs.

- Risk-Mitigating Assets: These assets are expected to provide stability during periods of market volatility. They generally carry lower risk and tend to retain or appreciate in value during market downturns, helping to counterbalance the volatility in return-seeking assets. This category includes cash, bonds, and fixed-income mutual funds and ETFs.

VIII. Portfolio Investment Guidelines

Long-Term Investment Portfolio

Risk Guidelines

The objective of the Long-Term Fund is to maximize total return (capital appreciation and income) while managing the risk of significant principal decline. The Board acknowledges that short-term market fluctuation may result in capital loss; however, the Long-Term Fund's asset value (without additional contributions or withdrawals) should grow over the long term, if it avoids excess risk.

Long-Term Investment Portfolio Strategic Asset Allocation Targets

To achieve its objective, the Board, in conjunction with the CFO and HTM, has established the following long-term strategic asset allocation targets.

Asset Category	Target Asset Allocation Exposure	Target Allowable Range
Return-Seeking Assets	**100%**	**50-100%**
U.S. Large & Mid-Cap Equity	72%	50-80%
U.S. Small-Cap Equity	10%	0-15%
Developed International Equity	15%	0-20%
Emerging Markets	3%	0-5%
Risk-Mitigating Assets	**0%**	**0-20%**
Multi-Strategy Bonds	0%	0-20%
Cash	0%	0-5%
Total	**100%**	**100%**

Limitations on Allocations

1. No more than 20% of the Long-Term Fund's assets will be allocated to any single actively managed fund.
2. No more than 45% of the Long-Term Fund's assets will be allocated to a single "Fund of Funds" or multi-manager fund.

IX. Rebalancing

The Treasury Department will be responsible for rebalancing among the necessary asset categories and classes in accordance with its own internal rebalancing rules, which may be adjusted from time to time. This process may result in portfolio exposure to an asset category or class temporarily exceeding or falling below the stated maximum/minimum target range. The Long-Term Fund should be analyzed and reviewed for rebalancing semi-annually.

X. Investment Manager Due Diligence, Evaluation, Selection, Monitoring and Corrective Action

The University seeks investment managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Long-Term Fund expects its active managers to generate superior risk-adjusted returns relative to benchmarks, net of fees, while its passive managers efficiently mirror and gain exposure to specific markets at relatively low costs. Attractive firm characteristics include:

1. A strong market reputation and a substantial, high-quality client base.
2. Alignment of interests and principles.
3. A stable, experienced professional team with employees holding equity in the firm.
4. Controlled growth with manageable assets.
5. Competitive long-term performance relative to peers and appropriate benchmark(s).
6. Competitive fees with minimum account sizes.
7. Annual audits conducted by an independent audit firm.

Performance (net of fees) will be provided monthly by the Investment Manager. Reports will include time-weighted total returns measured against relative benchmark(s). Historical data will also be included to assess short-term results within the context of long-term strategies (e.g., Rolling Period Analysis).

Corrective action may be taken as part of the ongoing review of Investment Managers. Instances warranting corrective action or termination include:

1. Organizational changes
2. Contract Violations
3. Style Drift
4. Underperformance based on three- and five- year returns
5. Rebalancing
6. Any other events or conditions deemed in the University's best interest

XI. Performance Evaluation

The CFO and HTM will evaluate the performance of Investment Managers and underlying funds in accordance with the Long-Term Fund's stated time horizon. Performance evaluation will be made over a full market cycle, typically five to ten years. The CFO and HTM will review the performance of Investment Managers and their underlying funds relative to appropriate benchmarks, as well as their risk-return profiles, to ensure alignment with the Long-Term Fund's objectives and risk tolerance.

XII. Reporting

The Investment Managers and underlying funds are expected to provide monthly statements and quarterly performance reports that include performance against their stated benchmarks, valuation, asset allocation, and cash flow summary.

XIII. Investment Advisory Fees

The University recognizes that investment advisory fees impact the net return of the Long-Term Fund and is committed to managing these costs effectively. All investment advisory fees and related services, must be fully disclosed, transparent, reasonable, and competitive with industry standards.

This Investment Policy Statement is hereby adopted by the University of South Alabama Board of Trustees.

Agreed and Acknowledged:

[University of South Alabama Board of Trustees]

By: _____Date: _____

Name:

Title: Secretary, USA Board of Trustees

[Chief Financial Officer, University of South Alabama]

By: _____Date: _____

Name:

Title: CFO

[Head of the Treasury Management Department, University of South Alabama]

By: _____Date: _____

Name:

Title: Executive Director, Treasury Management

Proposed Changes to USA Health Hospitals Medical Staff Bylaws/Associated Documents
Approved by the USA Health Hospitals Medical Executive Committees on September 23, 2025
Approved via email vote by the USA Health Hospitals Active Medical Staff on October 23, 2025
Approved by the Executive Committee on November 5, 2025

Bold and Underlined - New Wording ~~Strikethrough~~ – Deletion

Summary of Proposed Bylaw/Associated Documents Amendments:

I. MEDICAL STAFF BYLAWS

1. Officer Designation
   Revised MEC Officer title to Chair-Elect
2. Medical Executive Committee
   Revised MEC Officer title to Chair-Elect
   Added more than one APP representative, Chief Quality Officer and senior administrative leadership
3. Quorum and Voting
   Added an alternative in-person meeting for conducting business

II. MEDICAL STAFF RULES AND REGULATIONS -

4. General Conduct of Care
   Revised Licensed Independent Practitioner to Licensed Practitioner
5. PACU admission and discharge
   Revised Licensed Independent Practitioner to Licensed Practitioner
6. Progress Notes
   Revised Licensed Independent Practitioner to Licensed Practitioner

III. ORGANIZATION MANUAL

7. Bylaws Committee
   Revised Membership to reflect structure changes
8. Combined Credentialing Committee
   Revised Membership to align with current membership
9. Executive Committee
   Revised Membership – only removed the V.P. of Medical Affairs
10. Leadership Council
    Revised Licensed Independent Practitioner to Licensed Practitioner

IV. CREDENTIALING POLICY

11. USA Health Credentialing Board
    Revised Membership
12. Disaster Privileges
    Revised Licensed Independent Practitioner to Licensed Practitioner
13. Temporary Privileges
    Added Temporary Emergency Need Privileges – No pending application or application incomplete

V. ADVANCED PRACTICE PROFESSIONAL POLICY

14. Definitions
    Revised Licensed Independent Practitioner to Licensed Practitioner
15. Qualifications
    Revised Licensed Independent Practitioner to Licensed Practitioner
16. All Medical Staff Documents
    Revised Hospital Administrator Title to hospital Chief Executive Officer (CEO)

VI. FPPE AND OPPE POLICY

17. Definitions
    a. Added FPPE External Reviewer definition

VII. ADDITIONAL Rules & Regs amendment

18. Outpatient diagnostic or therapeutic procedures
    Revised to allow non-practitioner orders

ARTICLE 3
OFFICERS
3.A. DESIGNATION
The officers of the Medical Staff shall be the Chair of the MEC, Chair-Elect~~/Secretary~~ of the MEC, and the Immediate Past Chair of the MEC.

3.C.2. Chair-Elect/~~Secretary~~ of the MEC:

3.D. NOMINATIONS
(1) The Nominating Committee shall consist of the Chair of the MEC, the Chair-Elect~~/Secretary~~ of the MEC, the Immediate Past Chair of the MEC, the Chair of the Performance Improvement Council (Children's and Women's Hospital only), the **hospital** CMO, the **CEO** ~~Hospital Administrator~~, and the Quality Director. The Chair of the MEC shall serve as the Chair.
(2) The committee shall convene at least 45 days prior to the election and shall submit the names of at least one qualified nominee for the office of Chair-Elect/~~Secretary~~ of the MEC. Nominees must meet the eligibility criteria in Section 3.B and agree to serve, if elected. Notice of the nominees shall be provided to the Medical Staff at least 21 days prior to the election.

3.H. VACANCIES
A vacancy in the office of Chair of the MEC shall be filled by the Chair-Elect of the MEC, who shall serve until the end of the Chair of the MEC's unexpired term. In the event there is a vacancy in the Chair-Elect/~~Secretary~~ position, the MEC shall appoint an individual to fill the office for the remainder of the term or until a special election can be held, at the discretion of the MEC.
4.E.2. Appointment of USA Health Children's & Women's Hospital Service Line Chairs:
The Chair of the MEC, the Chair-Elect/~~Secretary~~ of the MEC, and the Immediate Past Chair of the MEC, in consultation with the **hospital** CMO and the Quality Director shall identify and appoint USA Health Children's and Women's Hospital service line chairs. If a vacancy occurs, the same individuals may appoint an interim service line chair to serve the remainder of the term.

I. BYLAWS - 2

5.C. MEDICAL EXECUTIVE COMMITTEE
5.C.1. Composition:

(a) Each Hospital shall maintain its own MEC.
(b) The individual MECs shall consist of the following voting members:
- Chair of the MEC;
- Chair-Elect~~/Secretary~~ of the MEC;
- Immediate Past Chair of the MEC;
- Department chairs and/or service line chairs, as applicable;
- four at-large members of the Medical Staff to serve two-year terms, who shall be selected by the Nominating Committee as defined in Section 3.D.1 in a manner to be representative of the specialties of the Medical Staff as well as the relationships that Medical Staff members have with the Hospitals (i.e., employed, contracted, or independent);
- Chair of the Combined Credentials Committee;
- Graduate Medical Education Designated Institutional Official; and
- For USA Health Children's and Women's Hospital MEC only, the Residency Program Directors (Primary Service).

(c) The CEO, CMO, CNO, **Chief Surgical Officer (UH Only), senior administrative leaders,** resident physicians, advanced practice practitioner**s,** medical staff services representatives, and Quality Management representatives shall serve as ex officio, non-voting members.
(d) The Chair of the MEC will chair the MEC.
(e) Other Medical Staff members or Hospital personnel may be invited to attend a particular MEC meeting (as guests, without vote) in order to assist the MEC in its discussions and deliberations regarding an issue on its agenda. These individuals shall be present only for the relevant agenda item and shall be excused for all others. Such individuals are an integral part of the committee's functioning and are bound by the same confidentiality requirements as the standing members of the MEC.

I. BYLAWS- 3

6.D.2**.** Quorum and Voting:
(d) **As an alternative to an in-person meeting, at the discretion of the Presiding Officer, meetings of the Medical Staff, a department, or a Medical Staff committee may be conducted entirely by telephone or videoconference or the voting members may also be presented with a question by mail, facsimile , e-mail or other electronic means, hand delivery, or telephone and their votes returned to the Presiding Officer by the method designated in the notice.**
~~The voting members of the Medical Staff, a department, service line, or a committee may also be presented with a question by mail, facsimile, e-mail, hand delivery, website posting, or telephone and their votes returned to the Presiding Officer by the method designated in the notice.~~ Except for actions by the MEC and the Leadership Council (which require a 50% quorum), a quorum for purposes of these votes shall be the number of responses returned to the Presiding Officer by the date indicated. The question raised shall be determined in the affirmative if a majority of the responses returned has so indicated.

II. RULES AND REGULATIONS - 4

2.0 General Conduct of Care:
2.1.3 Patient care
The management of each patient's care is the responsibility of a qualified licensed ~~independent~~ practitioner with appropriate clinical privileges, herein referred to as an attending physician. Residents and fellows are, by definition, not attending physicians. The attending physician shall be responsible for the treatment, the prompt completion and accuracy of the medical record and for communication with a referring clinician.

II. RULES AND REGULATIONS - 5

2.4.8 PACU admission and discharge
The patient's status must be assessed on admission to and discharge from the Post Anesthesia Recovery Area. Patients may only be discharged from the post-anesthesia recovery area by a qualified licensed ~~independent~~ practitioner or according to criteria approved by the medical staff.

II. RULES AND REGULATIONS - 6

3.2.2 Progress notes
Progress notes must be entered into the medical record daily by attending physician or licensed ~~independent~~ practitioner. On the day of discharge, the discharge summary may be accepted as a progress note when the discharge summary is completed contemporaneously with discharge. Patients designated as being long term stay patients will be assessed as per hospital policy. Medical student progress notes must be reviewed and signed by a physician but cannot take the place of an attending or resident note. These notes should reflect current problems, treatments and plans and patient/family wishes.

III. ORGANIZATION MANUAL - 7

3.D. BYLAWS COMMITTEE
3.D.1. Composition:
The Bylaws Committee is a joint committee with authority for both Hospitals which shall consist of at least three members of the Active Staff, which shall include one member who practices primarily at University Hospital and one who practices primarily at Children's & Women's Hospital, the CMOs **from each hospital**, ~~both Quality Management Department Heads~~, **Chief Surgical Officer for UH**, and other representatives as may be necessary. When possible, preference shall be given to individuals who have served in Medical Staff leadership positions in the past.

III. ORGANIZATION MANUAL - 8

3.E. COMBINED CREDENTIALS COMMITTEE
3.E.1. Composition:
(d) The **hospital** CMO**s** and ~~Quality Management~~ support staff representatives shall serve as *ex officio* members, without vote, to facilitate the Credentials Committee's activities.

III. ORGANIZATION MANUAL - 9

3.F. EXECUTIVE COMMITTEE
3.F.1. Composition:
The Executive Committee is a joint committee with authority for both Hospitals which shall consist of the ~~Vice President of Medical Affairs,~~ CEO **of USA Health,** who shall serve as the Chair, and appropriate Chairs, Service Line Leaders, Dean of the College of Medicine, and Senior Administrators.

III. ORGANIZATION MANUAL - 10

3.G. LEADERSHIP COUNCIL
3.G.1. Composition:
The Leadership Council shall be comprised of the following voting members:
(1) Chair of the MEC, who shall serve as Chair;
(2) Chair-Elect/~~Secretary~~ of the MEC;
(3) Chair, Combined Credentials Committee; and
(4) the Department Chair or Service Line Chair of the department/service line to which the practitioner under review is assigned.

IV. CREDENTIALING POLICY - 11

ARTICLE 1
GENERAL
1.A. DEFINITIONS
The following definitions shall apply to terms used in this Policy:
(1) "BOARD" means the University of South Alabama Board of Trustees, or its designated committee.
(2) "USA Health Credentialing Board" ("USAHCB") consist of **the following voting** members- ~~Vice President of Medical Affairs/Dean of the College of Medicine~~, ~~the Chief Medical Officer~~, **Chief Physician Executive, the hospital Chief Medical Officers,** and two (2) BOT members, as appointed by the USA Board of Trustees; and one (1) non-voting member- the CEO of USA Health.

IV. CREDENTIALING POLICY - 12

4.E. DISASTER PRIVILEGES
(1) When the disaster plan has been implemented and the immediate needs of patients in the facility cannot be met, the Hospital Administrator, the CMO, or the Chair of the MEC may use a modified credentialing process to grant disaster privileges to eligible volunteer licensed ~~independent~~ practitioners ("volunteers"). Safeguards must be in place to verify that volunteers are competent to provide safe and adequate care.

5) The Medical Staff will oversee the care provided by volunteer licensed ~~independent~~ practitioners. This oversight shall be conducted through direct observation, mentoring, clinical record review, or other appropriate mechanism developed by the Medical Staff and Hospital.

IV. CREDENTIALING POLICY - 13

4.B. TEMPORARY CLINICAL PRIVILEGES
4.B.1. Eligibility to Request Temporary Clinical Privileges:
(a) Applicants. Temporary privileges for an applicant for initial appointment may be granted by the CMO under the following conditions:
(b) Applicants. Temporary Emergency Need Privileges for an applicant with no pending application or application incomplete. May be granted by the hospital CMO under the following conditions:

When no completed application for medical staff membership or clinical privilege is currently pending, upon receipt of a written request, an appropriately licensed person may be granted temporary privileges for an

initial period not to exceed thirty (30) days. Temporary privileges may be granted for situations such as the following:

1. **A practitioner who is serving as a substitute for a member of the Medical Staff during a period of absence for any reason, (example: a physician is involved in an accident or becomes suddenly ill, and a practitioner is needed to cover his/her practice immediately) to prevent a lack or lapse of services in a needed specialty area**
2. **A practitioner temporarily providing services to cover an important patient care, treatment or service need (which may include care of one (1) specific patient),**

Such privileges may be renewed for one (1) successive consecutive period not to exceed thirty (30) days for no more than sixty (60) consecutive days), but only upon the practitioner establishing his/her qualifications to the satisfaction of the MEC and the Board and in no event to exceed one hundred and twenty (120) days of service within a calendar year. All practitioners providing coverage for other practitioners must ensure that all legal requirements, including billing and reimbursement regulations, are met. The National Practitioner Data Bank query must be completed prior to any award of temporary privileges pursuant to this section. Further, prior to award of temporary privileges, due to important patient care need, the applicant must submit a written request for specific privileges and evidence of current competence to perform them, a photograph, proof of appropriate malpractice insurance, the consent and release required by these bylaws, copies of the practitioner's license to practice medicine, DEA certificate and telephone confirmation of privileges at the practitioner's primary Organization. The letter approving temporary privileges shall identify the specific privileges granted. Members of the Medical Staff seeking to facilitate coverage for their practice via a substitute practitioner shall, where possible, advise the Organization at least thirty (30) days in advance of the identity of the practitioner and the dates during which the services will be utilized in order to allow adequate time for appropriate verification to be completed. Failure to do so without good cause shall be grounds for corrective action.

V. ADVANCED PRACTICE PROFESSIONALS POLICY - 14

ARTICLE 1
GENERAL
1.A. DEFINITIONS
Except as specifically defined below, the definitions that apply to the terms used in this Policy are set forth in the Medical Staff Credentials Policy:

(1) "ADVANCE PRACTICE PROFESSIONALS" ("APPs") means individuals other than Medical Staff members who are authorized by law and by the Hospital to provide patient care services within the Hospital. All APPs are described as Category I, Category II, or Category III practitioners in the Medical Staff Bylaws documents:

• "CATEGORY I PRACTITIONER" means a Licensed ~~Independent~~ Practitioner, a type of Advance Practice Professional who is permitted by law and by the Hospital to provide patient care services without direction or supervision, within the scope of his or her license and consistent with the clinical privileges granted. Category I practitioners also include those physicians not appointed to the Medical Staff who seek to exercise certain limited clinical privileges at the Hospital under the conditions set forth in this Policy (i.e., moonlighting residents). See Appendix A for a list of Category I practitioners.

V. ADVANCED PRACTICE PROFESSIONALS POLICY - 15

ARTICLE 4
QUALIFICATIONS, CONDITIONS, AND RESPONSIBILITIES
4.A. QUALIFICATIONS
4.A.1. Non-Privileged Advanced Practice Professional Eligibility Criteria:
To be eligible to apply for Non-Privileged Advance Practice Professional status, the applicant must meet the USA Health Hospitals requirements. No other privilege requests will be accepted in conjunction with Non-Privileged Advance Practitioner Professionals. If applicant requests additional privileges at a later time, the credentialing process will be followed and "Non-Privileged Advance Practitioner Professionals" will be considered "withdrawn."

The Non-Privileged Advance Practitioner Professionals shall consist of those Licensed ~~Independent~~ Practitioners, who wish to be affiliated with the Hospital and refer patients to members of the Active and/or Courtesy Staff, but who do not

admit or treat patients in the hospital. However, the Licensed ~~Independent~~ Practitioners may desire to monitor their patients while they are in the hospital and to access the patient's medical record.

V. ALL MEDICAL STAFF DOCUMENTS - 16
Revise Hospital Administrator to hospital Chief Executive Officer (CEO)
BYLAWS

- ARTICLE 1: Medical Staff dues - 1.C
- ARTICLE 3: MEC Chair duties- 3.C and Nominations- 3.D
- ARTICLE 5: Appointment of Committee members- 5.B, 5.C
- ARTICLE 6: Provision of meetings- 6.D
- ARTICLE 8: Process for Privileging and Credentialing- Sections 8.B, 8.C, 8.D, 8.F
- ARTICLE 9: Amendments to the Medical Staff Bylaws- Section 9.A.

RULES & REGULATIONS

- SECTION 2.1.8: On-Call Obligations
- SECTION 2.3: Residents

ORGANIZATIONAL MANUAL

- ARTICLE 3: Medical Staff Committees

CREDENTIALING POLICY

- ARTICLE 1: Definitions
- ARTICLE 3: Appointment
- ARTICLE 4: Clinical Privileges
- ARTICLE 6: Precautionary Suspension
- ARTICLE 7: The Hearing
- ARTICLE 9: Peer Review Protection

MEDICAL STAFF PROFESSIONALISM POLICY

- APPENDIX I: Performance Improvement Plan

PRACTITIONER HEALTH

- SECTION 10: Peer Review Protection: 10.C, 10.E

POLICY ON ADVANCED PRACTICE

- ARTICLE 5: Credentialing Procedure
- ARTICLE 7: Collegial Leadership Efforts
- ARTICLE 8: Procedure Rights

FPPE AND OPPE POLICY

- Section: FPPE for a Specific Reason

VI. FPPE AND OPPE POLICY- 17

13. "FPPE External Reviewers" **means a practitioner who has clinical knowledge of the privileges needed to confirm competence as a reviewer through chart review, direct observations, and/or discussions with others involved in the patient's care. This reviewer does not have to hold privileges with the facility but serves as an expert with the external clinical practice agency.**

VII. ADDITIONAL RULES & REGS AMENDMENT- 18

2.1.2 Outpatient diagnostic or therapeutic procedures
Physicians not on the Medical Staff may refer patients for outpatient diagnostic procedures performed at the hospital. However, invasive diagnostic or therapeutic procedures will be allowed only for patients under the care of a physician on the Medical Staff. Outpatient orders for

outpatient testing and/or clinical services are honored from non-staff ~~physician~~ **practitioners** once licensure and CMS specifications are verified.

EXHIBIT A

ARTICLES OF INCORPORATION

OF

USA RURAL HEALTHCARE AUTHORITY

For the purpose of forming a public corporation under and pursuant to the provisions of the University Authority Act of 2016, and any act amendatory thereof, supplementary thereto, or substituted therefore (the "Enabling Law"), the undersigned does hereby sign, verify, and adopt these Articles of Incorporation, and, upon the filing for record of these Articles of Incorporation in the Office of the Alabama Secretary of State, the existence of a public corporation and authority, as defined under the Enabling Law, under the name set forth in Article I hereof shall commence.

ARTICLE I

The name of the public corporation is the "USA Rural Healthcare Authority" (the "Authority"). Attached as **Exhibit A** and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the Authority is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion or uncertainty.

ARTICLE II

The Authority shall have perpetual existence; provided, however, that the Authority's existence may be terminated pursuant to the provisions of the Enabling Law and of these Articles of Incorporation relevant to the dissolution of the Authority.

ARTICLE III

The name of the sponsoring university authorizing the incorporation of the Authority is the University of South Alabama, a public body corporate of the State of Alabama (the "University"). On December 4, 2025, the University, by and through its governing body of the Board of Trustees (the "Trustees"), adopted a resolution approving and authorizing the Articles of Incorporation of the Authority in accordance with the Enabling Law.

ARTICLE IV

The Authority is organized pursuant to the provisions of the Enabling Law.

ARTICLE V

The Authority shall have and exercise all powers and authorities provided by the Enabling Law, for corporations organized thereunder, together with such additional powers and rights as are now or may hereafter be provide by law.

ARTICLE VI

The location and mailing address of the registered office of the Authority shall be 307 University Boulevard, AD 140, Mobile, Alabama 36688. The name of the registered agent of the Authority at such address is Spencer H. Larche, General Counsel of the University.

ARTICLE VII

There shall be eleven (11) directors constituting the Board of Directors of the Authority (the "Board") whose terms of office and manner of appointment or election are as follows:

a) Of the eleven (11) member board, five (5) members will be ex officio, with voting rights, and will include the individuals occupying the following positions at the University: Chair of the Health Affairs Committee of the Board of Trustees, the Executive Vice President of the University, the Vice President, Finance of the University, the Chief Executive Officer of USA Health, and Chief Policy Officer of USA Health.

b) After the initial appointments to the Board, those appointed to the six (6) director positions that are not in an ex officio capacity shall hold office for six-year terms. The appointment of those six (6) positions to the Board will be made in two (2) groups, with three (3) directors appointed to a three-year term and three (3) appointed to a full six-year term. If, at the expiration of any term of office of any director, a successor has not been appointed as provided herein, then the director whose term of office has expired shall continue to hold office until his or her successor is appointed.

c) Appointments to the Board will be made by Trustees. The appointed membership of the Board will be inclusive and reflect the racial, gender, geographic, and economic diversity of the state.

d) Each director shall serve without compensation but may be reimbursed for expenses actually incurred by him or her in connection with the performance of his or her duties.

e) A director may be removed by the Trustees, with or without cause, at any time. Any vacancy in the Board created by the death, resignation, incapacity, or removal of a director or by an increase in the number of directors shall be filled by appointments made by the Trustees at their next regular meeting or earlier as determined necessary by the by the Executive Committee of the Trustees.

f) A majority of directors shall constitute a quorum for the transaction of business of the Board, and any meeting of the Board may be adjourned from time to time by a majority of the directors present. No vacancy in membership of the Board shall impair the right of a quorum to exercise all the powers and perform all the duties of the Board.

g) Any director who is serving on the Board in an ex officio capacity by virtue of his or her office shall be automatically deemed to have resigned his or her seat on the Board in the event such individual no longer serves in the position that entitled him or her to an ex officio membership on the Board.

ARTICLE VIII

The initial bylaws of the Authority shall be adopted by the Trustees. The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the Board; provided, that any amendment to the bylaws of the Authority adopted by the Board shall not become effective until approved by the President of the University and a majority vote of the Trustees. The bylaws may contain any provisions for the regulation and conduct of the affairs of the Authority and the Board not inconsistent with the Enabling Law or these Articles of Incorporation.

ARTICLE IX

Upon the dissolution of the Authority and the winding up of its affairs, the Board shall, after paying or making provision for the payment of all liabilities and obligations of the Authority, transfer all of its remaining assets to the University or to any affiliate organization of the University that is designated by the Trustees. No assets or earnings of the Authority shall be distributed to any officer or director of the Authority or to any private individual.

ARTICLE X

The name and address of the sole incorporator of the Authority is as follows:

Name	**Address**
Andrea M. Kent	307 University Boulevard, North AD 130 Mobile, AL 36688

ARTICLE XI

These Articles of Incorporation may be amended from time to time by filing articles of amendment with the Secretary of State of the State of Alabama and in accordance with the terms and provisions of the Enabling Law, provided, that any amendment to these Articles of Incorporation shall not be effective, and shall not be filed of public record, until such amendment has been approved by a majority vote of the Trustees. Notwithstanding the foregoing, no amendment shall be made to these Articles of Incorporation that would in any way result in the operation of the Authority for the private advantage or pecuniary profit of any director or member thereof or permit the operation of the Authority for any purpose other than those allowed under the Enabling Law.

IN WITNESS WHEREOF, the undersigned, as the sole incorporator, does hereby execute these Articles of Incorporation of the USA Rural Healthcare Authority on this the ____ day of December, 2025.

USA RURAL HEALTHCARE AUTHORITY

_____
Andrea M. Kent
Incorporator

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Andrea M. Kent**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of December, 2025.

_____
Notary Public, State of Alabama
My Commission Expires _____

Notice is given that this instrument was prepared by Spencer H. Larche, Esq., General Counsel, University of South Alabama, 307 University Blvd. N, AD 140, Mobile, AL 36688.

BYLAWS

OF

USA RURAL HEALTHCARE AUTHORITY

ARTICLE I

Offices

Section 1. Registered Office. The registered office of the USA Rural Healthcare Authority (the "Authority") shall be located in the City of Mobile, Alabama (the "City") at 307 University Boulevard, N., AD 140, Mobile, Alabama, 36688.

Section 2. Other Offices. The Authority may also have such other office or offices within or without the corporate limits of the City as the Board of Directors of the Authority (the "Board") may determine or as its business may require.

ARTICLE II

Powers and Conformity with Articles of Incorporation and Enabling Law

Section 1. Powers. The Authority shall have such powers as are specified in its Articles of Incorporation, as may be amended from time to time, in conformity with the University Authority Act of 2016, and any act amendatory thereof, supplementary thereto or substituted therefor (the "Enabling Law").

Section 2. Inconsistency in Governing Documents. No provision of these Bylaws may be inconsistent with the provisions of the Articles of Incorporation or the Enabling Law. In the event of any conflict or inconsistency among the Enabling Law, Articles of Incorporation, and the Bylaws, the following order of priority shall apply: Enabling Law, Articles of Incorporation, and Bylaws.

ARTICLE III

Board of Directors

Section 1. Creation and Duties of the Board. All corporate powers of the Authority shall be exercised by or under the authority of, and the business affairs of the Authority shall be managed under the discretion of, the Board, subject to the approval of the President of the University of South Alabama (the "University").

Section 2. Appointment of Directors. The members of the Board (hereinafter called "Directors") shall be selected in accordance with the provisions of the Articles of Incorporation (as it may at the time exist). Any vacancy in the membership of the Board shall be filled in accordance with the Articles of Incorporation.

Section 3. Terms of Directors. Each Director shall hold office for a term as established in the Articles of Incorporation.

Section 4. Resignation of Directors. Any Director may resign at any time upon written notice, which shall include email, to the President of the Authority. Any resignation shall become effective upon receipt, or upon a date and time certain or the happening of a condition specified in the notice of resignation, provided that such date and time or condition must be reached or satisfied within seven (7) calendar days of receipt of the notice. Once received, a resignation may not be withdrawn absent the consent of the Board or failure of a condition specified in the notice.

Section 5. Removal of Directors. Any Director may be removed in accordance with the Articles of Incorporation.

Section 6. Vacancy Among Directors. Any vacancy in the Board shall be filled by appointments made by the Trustees of the University at their next regular meeting or earlier as determined necessary by the Executive Committee of the Trustees.

Section 7. Place of Meetings; Telephonic or Video Conference Meetings. All meetings of the Board shall be held at the registered office of the Authority or at such other place or places as the Directors may from time to time determine. The Board may meet by telephone, video conference, or similar communications equipment by which all Directors participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

Section 8. Regular and Special Meetings. Regular meetings of the Board shall be held quarterly at such time as the Board may determine in advance. A special meeting of the Board shall be held upon the call of the President of the University, the President of the Authority, or a majority of the total number of Directors, and otherwise at such times as the Board may by resolution specify. Any regular meeting or special meeting of the Board may be continued in session by being adjourned at the end thereof to a specified time and place, and at any adjourned meeting may again be continued in session by adjournment thereof.

Section 9. Notice of Meetings. Twenty-four (24) hours' notice of each special meeting shall be given to each Director, and, if required by law or by the Bylaws, such notice shall also state the purpose for which such special meeting was called. The notice provided for in this section may be given in person or by any other reasonable means (including telephone or electronic mail). Attendance of a director at a meeting shall constitute a waiver of notice of such a meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Waiver of Notice. Whenever any notice is required to be given under the Articles of Incorporation or the Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice where such notice is permitted by state law. All such waivers shall be filed with the corporate records or be made a part of the minutes of the

relevant meeting.

Section 11. Quorum. A majority of Directors shall constitute a quorum for the transaction of business of the Board, and any meeting of the Board may be adjourned from time to time by a majority of the Directors present. No vacancy in membership of the Board shall impair the right of a quorum to exercise all the powers and perform all the duties of the Board.

Section 12. Voting. Each Director shall be entitled to one vote at any meeting of the Board, either in person or by proxy. Each Director may authorize any person to act on the Director's behalf by proxy on all matters in which a Director is entitled to participate, whether by waiving notice of any meeting, voting, or otherwise participating at a meeting. Any such proxy must be signed, electronically or otherwise, by the Director assigning his or her proxy and delivered to the Secretary. A Director may revoke his or her proxy at any time by notifying the Secretary of the same, and no proxy shall be effective at any meeting at which the Director is present and voting.

Section 13. Business and Manner of Acting; Resolutions; Written Record. Any matter of business may be transacted at any meeting, except as otherwise required by law or the Bylaws. Action approved by the majority of Directors present at any meeting at which a quorum is present shall be an act of the Board unless a greater portion is required by law or by the Articles of Incorporation. At the request of any Director, the vote on any question before the Board shall be taken by yeas and nays and entered in the minutes. All resolutions adopted by the Board shall constitute actions of the Authority subject to the approval of the President of the University. All matters voted on by the Board will be subject to and require the approval of the President of the University. All proceedings of the Board shall be reduced to writing, shall be signed by the Secretary and shall be recorded in permanent physical or electronic storage.

Section 14. Action by Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent to such action is signed (including signatures sent via facsimile or electronically) by all members of the Board and such written consent is filed with the minutes of its proceedings.

Section 15. Powers. All powers of the Authority shall be exercised by the Board or pursuant to its authorization, subject to the approval of the President of the University. In addition to the powers and authorities by the Bylaws expressly conferred upon it, the Board may exercise all such powers of the Authority and do all such lawful acts and things as are not by statute, by the Articles of Incorporation (as it may at the time exist), or by the Bylaws denied to them.

ARTICLE IV
Officers

Section 1. Officers. The officers of the Authority shall consist of a President, a Vice President, a Secretary, and a Treasurer and other officers and assistant officers as the

Board deems necessary or desirable. The President and the Vice President of the Authority shall be members of the Board, and said offices shall not be held by the same person. The Secretary and the Treasurer of the Authority and any other officers of the Authority need not be members of the Board, and said offices may (but need not) be held by the same person.

Section 2. Other Officers, etc. The Board may elect such officers, employees, and agents as it may deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties, at and for such compensation, as shall be determined from time to time by the Board. The Board may appoint a Chief Executive Officer to carry out the duties and responsibilities as set forth in these bylaws.

Section 3. Election of Officers and Terms of Office. The officers of the Authority shall be elected by the Board, and approved by the President of the University, from a slate of candidates produced by the Nominating Committee. The term of office of each officer shall be a period of two (2) years after the expiration of the prior term, commencing on October 1, except (a) that any person elected as an officer to fill an unexpired term shall serve only until the expiration of the term of office of the officer whose place he or she filled, and (b) that if the term of any officer as a Director expires prior to the end of such two-year period or earlier date of expiration of his or her term of office as an officer, his or her term of office as an officer of the Authority shall also expire on the date of expiration of his or her term as a Director. Any provision hereof to the contrary notwithstanding, if, at the expiration of the term of office of any officer, no successor thereto shall have been elected, then the officer whose term of office shall have expired shall continue to hold office until his or her successor shall be so elected. Any officer may, however, be removed at any time by the affirmative vote of a majority of the entire Board or by the President of the University.

Section 4. Delegation of Powers and Duties. In case of the absence of any officer of the Authority, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers and duties, or any of them, of such officer to any other officer, provided that a majority of the Board concurs therein.

Section 5. Resignation. Any officer may resign at any time upon written notice, which shall include email, to the President of the Authority. Any resignation shall become effective upon receipt, or upon a date and time certain or the happening of a condition specified in the notice of resignation, provided that such date and time or condition must be reached or satisfied within seven (7) calendar days of receipt of the notice. Once received, a resignation may not be withdrawn absent the consent of the Board or failure of a condition specified in the notice.

Section 6. Duties of Officers. The duties of the President, Vice President, Secretary, and Treasurer shall be those as are customarily performed by such officers, including, without limitation, the following:

a. President: The President shall be the principal corporate officer of the Authority and shall preside at all meetings of the Board. He or she shall also perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

b. **Vice President:** The Vice President shall perform such duties as may be assigned to him or her by the Board or the President. In the absence of the President or in the event of his or her disability, inability, or refusal to act, the Vice President shall perform the duties of the President with the full powers of, and subject to the restrictions upon, the President.

c. **Secretary:** The Secretary shall provide for the keeping of the minutes of all meetings of the Board. He or she shall give or cause to be given appropriate notices in accordance with the Bylaws or as required by law and shall act as custodian of all corporate records and reports and of the corporate seal, assuring that it is affixed, when required by law, to documents executed on behalf of the Authority. He or she shall perform all duties incident to the office and such other duties as may be assigned from time to time by the President.

d. **Treasurer:** The Treasurer shall keep or cause to be kept correct and accurate accounts of the properties and financial transactions of the Authority. He or she shall perform all duties incident to the office and such other duties as may be assigned from time to time by the President. In addition, the Treasurer shall oversee the engagement by the Authority of a firm or firms of certified public accountants to conduct an annual audit of the financial affairs of the Authority in accordance with generally accepted accounting principles.

Section 7. Assistant Secretary and Assistant Treasurer. The President of the University, or the Board with the approval of the President of the University, may, in the event of extended absence or disability of either or both the Secretary and the Treasurer of the Authority, appoint an assistant secretary or an assistant treasurer, respectively, to act in the position and to perform such other duties as may be assigned by the President.

Section 8. Appointment, Powers, Authorities, and Duties of Chief Executive Officer. The Board may select and appoint a Chief Executive Officer, subject to the approval of the President of the University, who is hereby delegated (1) the responsibility for overall administrative management of the Authority under the oversight and direction of the Board and (2) such authority as shall be necessary to effect such responsibility, subject to such policies as may from time to time be adopted by the Board or any committee to which the Board has delegated powers for such action, including but not limited to the following:

a. making reports to the Board on the overall activities of the Authority, as well as appropriate federal, state, and local developments that affect operations, and take all reasonable steps to conform to all applicable laws and regulations;

b. assisting the Board by annually preparing and updating a capital budget and preparing an operating budget showing expected receipts and expenditures, and supervise the business affairs of the Authority to assure that funds are expended to the best possible advantage;

c. hiring or leasing employees, subject to the approval of the President of the

University, to perform duties in furtherance of the purposes of the Authority; and

d. performing such other duties as the Board shall from time to time direct.

Section 9. Contracts, Deposits, Signatures on Checks, Bonds and Notes.

a. **Authority of Employees of the University.** Notwithstanding anything herein to the contrary, any individual employed by the University who has authority to act for the University in a particular capacity has the same authority to act for the Authority, so long as such actions are consistent with the Enabling Law.

b. **Execution of contracts**. All contracts of the Authority may be entered into pursuant to the written delegation of signatory authority provided by the President of the University. The Vice President of Finance of the University and the Executive Vice President of the University have authority to execute contracts on behalf of the Authority.

c. **Banking authority**. The President of the University, the Vice President of Finance of the University, or the Executive Director, Treasury Management of the University may, on behalf of the Board: open and close bank, brokerage, custody, safekeeping, or other accounts in the name of the Authority; sell, transfer, and endorse for sale or transfer any and all securities on behalf of the Authority; buy securities for the account of the Authority; order the transfer or delivery of securities on the Authority to any other person; pledge collateral, securities, or other property in the name of the Authority and to make withdrawals, substitutions and exchanges in connection therewith; and exercise any other rights related to securities, including signing for all releases, powers of attorney, and/or other documents in connection with securities of the Authority.

d. **Deposits**. All funds of the Authority shall be deposited to the credit of the Authority in such depositories as the President of the University, the Vice President of Finance of the University, or the Executive Director, Treasury Management of the University may approve on behalf of the Board.

e. **Signatures on checks. drafts. etc.** All checks, drafts, and other orders for the payment of money for authorized disbursement or transfer of funds shall be signed by the person or persons designated for that purpose by the President of the University and the Vice President of Finance of the University. In no event shall any check, draft, or other order for payment of money be signed or countersigned in blank.

Anything in the Bylaws to the contrary notwithstanding, the President of the University, the Vice President of Finance of the University, or the Executive Director, Treasury Management of the University may authorize the establishment of a special or limited bank account or accounts for payroll,

working fund, or other special or limited purpose or purposes of the Authority, and may authorize the withdrawal of such funds on the signature of authorized persons.

f. **Signature on bonds, notes, etc.** To be valid as against the Authority, all bonds, promissory notes, bills of exchange, and other evidence of indebtedness, not including checks, drafts, and other orders for the payment of money which are provided for in the preceding subsection (d) of this section, shall be signed in the name of the Authority by the Secretary and the President of the Authority; provided, that such bonds, promissory notes, bills of exchange and other evidences of indebtedness may be executed with facsimile signatures of any such officer or offices when so permitted by applicable provisions of law.

g. **Satisfaction of Mortgages and Releases of Mortgaged Property.** The Treasurer, the Secretary, or other officer or agent designated by the Board may enter a record satisfaction of any mortgage to the Authority that has been paid and may enter credits of record as to any mortgage that has not been fully paid, and may release any part of the mortgaged property from the mortgage.

ARTICLE V
Board Committees

Section 1. **Executive Committee.** The Executive Committee shall consist of the President, Vice President, Secretary, and Treasurer of the Authority, as well as the Executive Vice President of the University and the Chief Executive Officer of USA Health, should they not otherwise already be on the Executive Committee. The Executive Vice President of the University shall serve as Chair of the Executive Committee. The Executive Committee shall have power to transact all regular business of the Authority during the interim between the meetings of the Board, provided (a) that any action that it may take shall not conflict with the policies and express wishes of the Board, and (b) that it shall refer all matters of major importance to the Board. Should any matter of extreme emergency arise between the regular meetings of the Board, it shall be the duty of the Executive Committee to request the President to call a special meeting of the Board. The Executive Committee shall meet at the call of its Chair.

Section 2. **Nominating Committee.** The Nominating Committee shall consist of the Executive Vice President of the University, the Vice President of Finance of the University, and at least one (1) other Director appointed by the President. The Nominating Committee shall be charged with identifying and nominating qualified candidates for officer positions and presenting the same to the Board when appropriate.

Section 3. **Special Committees.** The Board has other duties that may require the formation of ad hoc committees. Each such committee shall be appointed by the President of the Authority and shall meet only as required to resolve the issue at hand. No such committee

shall be required to record or keep minutes of its meetings; however, all recommendations made by it shall be submitted to the Board and shall be recorded in the appropriate minutes of meetings of the Board.

Section 4. **Term.** Each member of a special committee shall continue in such capacity until the next regular meeting of the Board or until such person's successor is appointed, unless the committee shall sooner be terminated by the Board.

Section 5. **Resignation and Removal.** Any member of a committee may resign at any time upon written notice to the Authority addressed to it at its principal office or to its President or Secretary. The Board may remove any member of a committee from such office at any time with or without cause. Any officer may resign at any time upon written notice, which shall include email, to the President, or in the case of the resignation of the President, to the Vice President. Any resignation shall become effective upon receipt, or upon a date and time certain or the happening of a condition specified in the notice of resignation, provided that such date and time or condition must be reached or satisfied within seven (7) calendar days of receipt of the notice. Once received, a resignation may not be withdrawn absent the consent of the Board or failure of a condition specified in the notice.

Section 6. **Chairmen of Committees.** The President shall appoint one member of each committee, other than the Executive Committee, as chair.

Section 7. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as is provided for in the case of original appointments.

Section 8. **Quorum.** A majority of the membership of any committee shall constitute a quorum. No vacancy in membership of any committee shall impair the right of a quorum to exercise all the powers and perform all the duties of the committee.

ARTICLE VI
Indemnification

Section 1. **Definition.** For purposes of this Article VII, the term "officer" shall include the Authority's officers, directors, trustees, and the members of any other governing body of the Authority, and any reference herein to directors, officers, employees, or agents shall include former directors, trustees, officers, employees, and agents and their respective heirs, executors, and administrators.

Section 2. **In General.** To the extent allowed by law, the Authority shall indemnify any officer of the Authority who is or was a party to any proceeding by reason of the fact that the officer is or was such an officer or is or was serving at the request of the Authority as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other profit or nonprofit enterprise against all liabilities and expenses incurred in the proceeding except such liabilities and expenses as are incurred because of the officer's willful misconduct or knowing violation of the criminal law. Unless

a determination has been made that indemnification is not permissible, the Authority shall make advances and reimbursements for expenses incurred by an officer of the Authority in a proceeding upon receipt of an undertaking from the officer to repay the same if it is ultimately determined that the officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the officer of the Authority and shall be accepted without reference to the officer's ability to make repayment. The Board is hereby empowered to contract in advance to indemnify and advance the expenses of any officer of the Authority.

Section 3. Additional Indemnification. The Board is hereby empowered to cause the Authority to indemnify or contract in advance to indemnify any person not specified in Section 2 of this Article VII who was or is a party to any proceeding, by reason of the fact that such person is or was an employee or agent of the Authority, or is or was serving at the request of the Authority as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other profit or nonprofit enterprise, to the same extent as if such person was specified as one to whom indemnification is granted in Section 2.

Section 4. Indemnification Insurance. The Authority may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article VII and may also procure insurance, in such amounts as the Board may determine, on behalf of any person who is or was a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other profit or nonprofit enterprise, against any liability asserted against or incurred by such person in such capacity or arising from such person's status as such, whether or not the Authority would have power to indemnify such person against such liability under the provisions of this Article VII.

Section 5. Scope of Indemnification. The provisions of this Article VII shall be applicable to all actions, claims, suits, or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification, or repeal of this Article VII shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue, or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification, or repeal.

ARTICLE VII
General Provisions

Section 1. Annual Report. Within a reasonable period of time after the close of each fiscal year, the Chief Executive Officer, if one has been appointed by the Board, or the President shall submit to the Board an annual report or separate reports that shall include such information that the Board deems necessary in order to carry out its fiduciary oversight responsibility.

Section 2. Conflict of Interest. Any Director, officer, employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full, and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction.

The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict of interest exists, such person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to, such contract or transaction. Such person may not be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation, and whether a quorum was present. This disclosure requirement is in addition to any conflict of interest or disclosure requirements pursuant to state laws or ethical guidelines with which the individual is required to comply.

Section 3. **Fiscal Year.** The fiscal year of the Authority shall be October 1 through September 30.

Section 4. **Corporate Seal.** The corporate seal shall have inscribed thereon the name of the Authority and the words "CORPORATE SEAL" and "ALABAMA."

Section 5. **Procedure.** The Board and Board committees may adopt rules of procedure that shall not be inconsistent with the Bylaws.

Section 6. **Construction of Terms and Headings.** Words used in the Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The captions or headings in the Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision of the Bylaws.

Section 7. **Annual Audit.** The Board shall submit all audits required herein to the University of South Alabama as promptly as practicable after the end of each fiscal year of the Authority, but in no event later than November 15.

CERTIFICATION

I hereby certify the foregoing to be the Bylaws of USA Rural Healthcare Authority, which were approved by the Board of Trustees of the University of South Alabama on the 4th day of December, 2025.

_____

William Ronald Graham
Secretary

EXHIBIT C

DIRECTORS

EX OFFICIO DIRECTORS:

Chair, Health Affairs Committee, University of South Alabama Board of Trustees

Executive Vice President, University of South Alabama

Vice President, Finance, University of South Alabama

Chief Executive Officer, USA Health

Chief Policy Officer, USA Health

APPOINTED DIRECTORS:

Name	**Term**	**Term Expiration**
1. Charlie Story	Three Years	September 30, 2028
2. Ronnie Stallworth	Three Years	September 30, 2028
3. Terry Sweat	Three Years	September 30, 2028
4. Abe Harper	Six Years	September 30, 2031
5. Steve Furr, MD	Six Years	September 30, 2031
6. Polly Stokely	Six Years	September 30, 2031

UNIVERSITY OF SOUTH ALABAMA

DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY PURSUANT TO ALABAMA ACT 2014-133

PROPERTY ADDRESS:

6703 Providence Hospital Drive
Mobile, AL 36608

Parcel Number: 2804204000107.001

APPRAISAL INFORMATION:

Appraised by: Cushman-Wakefield
Date: 02/10/2025
Appraised Value: $884,000.00

CONTRACTS RELATED TO THE PURCHASE:

Attached hereto

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

OFFICE OF REAL ESTATE SERVICES AND ASSET MANAGEMENT
775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548
TEL: (251) 460-6100 | FAX: (251) 461-1765 | SouthAlabama.edu

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered as of the Effective Date (hereinafter defined) by and between **DAUGHTERS OF CHARITY MINISTRIES, INC.**, a Missouri non-profit corporation ("**Seller**"), and **UNIVERSITY OF SOUTH ALABAMA**, a public body corporate of the State of Alabama ("**Buyer**") Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, Seller is the owner of the Property (hereafter defined); and

WHEREAS, Buyer desires to purchase and acquire from Seller, and Seller desires to sell and transfer to Buyer, the Property, subject to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, mutual covenants, agreements, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller, on the terms hereinafter stated:

1.1. fee simple interest in that certain real property located at 6703 Providence Hospital Drive, Mobile, Alabama, being Parcel ID No 2804204000107.001 consisting of approximately two (2) acres, and more particularly described on **Exhibit A** attached hereto, together with all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, inuring to the benefit of such real property, including, without limitation, all abutter's rights and title to all land underlying roadways adjacent to such real property (collectively, the "**Real Property**");

1.2. all buildings, structures and other improvements of any and every nature located on the Real Property and all fixtures attached or affixed, to the Real Property or to any such buildings, structures or other improvements, located on the Real Property (collectively, the "**Improvements**");

1.3. all machinery, equipment, furniture, furnishings, appliances and other personal property located in, or attached to, the Real Property and identified by Buyer during the Inspection Period (hereinafter defined) ("**Personal Property**"); and

1.4. all surveys, plans and specifications, warranties, guaranties, certificates, licenses, permits, authorizations, consents and approvals with respect to the use, occupancy, possession and operation of the Real Property and Improvements (the "**Permits**");

The Real Property, the Improvements, the Personal Property, and the Permits, are collectively referred to herein as the "**Property**".

2. Excluded Assets. The Property shall not include, and Buyer shall not acquire any right, title or interest in, the assets of Seller listed on the attached **Schedule 2.**

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

3. Seller and Buyer acknowledge and agree that (i) Daughters of Charity of St. Vincent de Paul of Indiana, Inc., a nonprofit corporation ("**DOC Indiana**") purchased the Property from Providence Hospital, an Alabama nonprofit corporation ("**Providence Hospital**") by Statutory Warranty Deed, dated November 17, 1986, and recorded in Book 3020 at Page 252 in the office of the Judge of Probate of Mobile County, Alabama (the "**DOC Deed**"), (ii) that the DOC Deed contains a reservation by Providence Hospital of the right to repurchase the Property, (iii) Buyer is the successor in interest to Providence Hospital and has exercised the right to repurchase, (iv) Seller is the successor in interest to DOC Indiana, and (iv) this Agreement and the sale and purchase of the Property are the result of such exercise by Buyer.

4. Independent Contract Consideration. Concurrent with the Effective Date, Buyer has paid to Seller the amount of One Hundred and No/100 Dollars ($100.00) (the "**Independent Contract Consideration**"), the receipt of which is hereby acknowledged by Seller, which amount the Parties have bargained and agreed to as the consideration for Buyer's exclusive option to purchase the Property in accordance herewith, and Seller's execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is nonrefundable, and shall be retained by Seller, notwithstanding any other provision of this Agreement.

5. Purchase Price. Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the purchase of the Property is the sum of Three Hundred Forty-Nine Thousand Seventy-Four and 23/100 Dollars ($349,074.23) (the "**Purchase Price**"). The Purchase Price will be paid in the following manner:

5.1. Earnest Money Deposit. On or before the date that is ten (10) Business Days (hereinafter defined) following the Effective Date, Buyer shall deposit Five Thousand and No/100 Dollars ($5,000.00) (the "**Deposit**") with The Guarantee Title Company, LLC, located at 4300 Downtowner Loop N. Mobile, Alabama 36609, Attn: Lauren Brandon Email: lauren@guaranteetitle.com (the "**Escrow Agent**" or "**Title Company**"), as earnest money to be held by the Escrow Agent in a non-interest bearing escrow account and applied to the Purchase Price at Closing or as otherwise provided in this Agreement. Escrow Agent acknowledges, consents and agrees that it is serving in a fiduciary capacity for and on behalf of Seller and Buyer, and as such, shall not release the Deposit except upon joint written instruction of Seller and Buyer, or in the event of a dispute between Seller and Buyer, by interpleading the Deposit into a court of appropriate jurisdiction; provided, however, that if Buyer delivers a written termination of this Agreement to Seller pursuant to and in accordance with the terms and conditions of this Agreement, the Escrow Agent shall return the Deposit to Buyer without Seller's consent.

5.2. Cash at Closing. At Closing, Buyer shall pay the Purchase Price to Seller in cash or other certified funds, with the Deposit being applied to the Purchase Price, subject to the prorations, costs and adjustments as provided herein.

6. Buyer's Diligence.

6.1. Property Condition. Commencing upon the Effective Date and continuing through the occurrence of Closing, Buyer shall, at Buyer's expense, have the right to access and make reasonable examinations and inspections of the Property and the contracts, books, records, plans, reports and inspections, including site plan analyses, engineering analyses, geotechnical analyses, soil borings, Phase I and Phase II relating to the environmental and physical condition of the Property, survey, zoning, and notices to or from third parties, and accounts of Seller regarding the Property to the extent Seller possesses same. Buyer's access as aforementioned shall be provided upon reasonable request to Seller for same, and all documentation requested by Buyer shall be made available at the Property or at some other mutually agreed location during normal business hours. Buyer agrees to promptly repair at Buyer's expense any

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

material damage to the Property caused by Buyer. If, on or before the date that is thirty (30) days following the Effective Date (the "**Inspection Period**"), Buyer determines in its sole and absolute discretion that the condition of the Property is unsatisfactory for any reason or no reason or that Buyer is no longer interested in pursuing the Property, the determination of which shall be in Buyer's sole and absolute discretion, Buyer will have the option, for and in consideration of the Independent Contract Consideration, to terminate this Agreement by serving written notice of termination to Seller, and the Deposit will be returned to Buyer upon such termination and this Agreement and the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force or effect. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, the Deposit shall become non-refundable except in the event of a default by Seller or as otherwise specifically provided for herein.

6.2. Title. On or before the date that is twenty (20) days following the Effective Date, Buyer shall obtain: (a) a commitment for title insurance (the "**Title Commitment**") for issuance of an owner's title insurance policy in form and substance satisfactory to Buyer in its sole and absolute discretion (the "**Title Policy**") issued by the Title Company containing the requirements and exceptions to coverage described therein, offering to issue title insurance to the Property for the benefit of Buyer, subject to the requirements and exceptions demonstrated by the Exception Documents (hereinafter defined), and (b) legible copies of all instruments creating title exceptions described in the Title Commitment (the "**Exception Documents**"). Buyer will have ten (10) days after receipt of the Title Commitment (or any update thereto reflecting requirements or exceptions not reflected on the Title Commitment) and all of the Exception Documents and Survey (hereinafter defined) to provide to Seller a written notice setting forth all of Buyer's objections to Seller's title to the Property as reflected in the Title Commitment and the Exception Documents (the "**Title Objection**"). Upon receipt of the Title Objection, Seller shall use Seller's commercially reasonable efforts to correct the defects in title objected to by Buyer in the Title Objection and cause a revised version of the Title Commitment to be issued to Buyer. If, after using commercially reasonable efforts, Seller is unable to correct any such defect(s) within ten (10) days of Seller's receipt of the Title Objection (the "**Title Defect Period**"), Buyer will have the option, in the exercise of its sole and absolute discretion for and in consideration of the Independent Contract Consideration, to waive such defect(s) or to terminate this Agreement by written notice to Seller and obtain a refund of the Deposit, at which time this Agreement and the rights, duties and obligations of the Parties shall terminate and be of no further force and effect. All title exceptions reflected in the Title Commitment and the Exception Documents not objected to, or objected to and waived, shall be deemed "**Permitted Exceptions**". In no event shall Buyer be deemed to have elected to waive any of the defect(s), less and until, Buyer shall provide written notice of such waiver to Seller. Notwithstanding the foregoing, Seller shall satisfy and release any and all assessments, liens, security interests, mortgages or deeds of trust and other monetary encumbrances affecting the Property ("**Monetary Encumbrances**"), excluding those caused by Buyer at or before Closing and Buyer shall not be required to object to any Monetary Encumbrances and in no event shall any Monetary Encumbrances be a Permitted Exception.

6.3. Survey. Buyer may, at any time prior to Closing, have the Property surveyed by a surveyor registered in the State of Alabama (the "**Survey**"). If the Survey shows any encroachment on the Property, that any Improvement on the Property encroaches on the lands of others or any other matter that Buyer objects to in the exercise of its sole discretion, Buyer may submit a written objection to same at any time prior to the expiration of the Inspection Period (a "**Survey Objection**"). Seller shall use Seller's commercially reasonable efforts to correct the defects referenced in the Survey Objection and, if applicable, cause a revised version of the Title Commitment to be issued to Buyer reflecting resolution of the defects referenced in the Survey Objection. If, after using commercially reasonable efforts, Seller is unable to correct any such defect(s) within ten (10) days of Seller's receipt of the Survey Objection (the "**Survey Defect Period**"), Buyer will have the option, in the exercise of its sole and absolute discretion for an in consideration of the Independent Contract Consideration, to waive such defect(s) or to terminate this Agreement by serving written notice of termination to Seller, and the Deposit will be returned to Buyer

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

upon such termination and this Agreement and the right, duties and obligations of the Parties hereunder shall terminate and be of no further force or effect. In no event shall Buyer be deemed to have elected to waive any of the survey defect(s), less and until, Buyer shall provide written notice of such waiver to Seller. Notwithstanding anything contained herein to the contrary, the legal description for the Property for purposes of the Deed (hereinafter defined) shall be the legal description set forth in the Survey.

6.4. Seller Deliverables. On or before the date that is five (5) Business Days following the Effective Date, Seller shall deliver to Buyer any and all contracts, title policies, surveys, books, records, leasing files, plans, reports and inspections relating to the environmental and physical condition of the Property, notices to or from third parties, and leases and accounts of Seller regarding the Property in Seller actual possession or otherwise control, including without limitation any and all of the materials listed in **Exhibit B** attached hereto (collectively, "**Seller Deliverables**"). The Inspection Period shall be extended for a period equal to the number of days that the Seller delays in providing the Seller Deliverables, beyond the fifth (5th) Business Day following the Effective Date.

7. Conditions Precedent to Closing. The obligations of Buyer to consummate Closing shall be subject to the fulfillment on or before the Closing Date (hereinafter defined) (or such earlier time as otherwise required hereby) of all of the following conditions (the "**Buyer Closing Conditions**"), any or all which may be waived by Buyer in its sole and absolute discretion by the provision of written notice by Buyer to Seller specifying any such waivers:

7.1. Title Policy. Receipt by Buyer and/or its assignee of a Proforma Title Commitment for the issuance of a Title Policy in form and content satisfactory to Buyer in its sole and absolute discretion;

7.2. Survey. Receipt by Buyer and/or its assignee of an ALTA survey in form and content acceptable to Buyer in its sole and absolute discretion;

7.3. Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and correct, and certified by Seller to Buyer as such, on and as of the Closing Date.

7.4. Seller Default. Seller not being in default under the terms and conditions of this Agreement;

7.5. Buyer Termination. Buyer shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement.

In the event any of the Buyer Closing Conditions have not been satisfied by the Closing Date, Buyer will have the option for and in consideration of the Independent Contract Consideration to: (i) proceed forward with Closing; or (ii) terminate this Agreement by written notice to Seller on the Closing Date, in which event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further rights, duties and/or obligations hereunder, other than those which are expressly provided to survive the termination of this Agreement.

8. Closing. Buyer and Seller agree that the purchase and sale of the Property contemplated hereby will be consummated as follows:

8.1. Closing Date. Closing of the purchase and sale of the Property contemplated hereby ("**Closing**") will occur on or before the thirtieth (30th) day following the last to occur of (a) expiration of the Inspection Period, or (b) the satisfaction and/or waiver of each of the Buyer Closing Conditions by

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

Buyer (the "**Closing Date**"); provided, however, that Buyer shall have the right to cause Closing to occur on any particular Business Day that is no later than what is otherwise permitted hereunder by the giving of written notice to Seller of the Business Day on which Buyer intends to conduct the Closing, which date shall be at least five (5) Business Days after the date of such notice. Notwithstanding the foregoing, Buyer may elect to extend the Closing Date for a period of (30) days in the event that Buyer has been unable to secure all necessary approvals to complete the transaction contemplated by this Agreement, by providing written notice to Seller no later than five (5) days prior to the Closing Date. Closing will take place at the office of the Title Company; provided, however, Buyer and Seller shall use commercially reasonable efforts to cause Closing to occur without either Party having to be physically present at such office of the Title Company.

8.2. Seller's Instruments. On the Closing Date, Seller will deliver or cause to be delivered to Buyer the following items (all documents will be duly executed and acknowledged where required):

8.2.1. Statutory Warranty Deed. A statutory warranty deed in form and substance reasonably acceptable to Buyer (the "**Deed**") executed by Seller conveying the Property to Buyer, subject only to the Permitted Exceptions;

8.2.2. Title Affidavits. Such affidavits and other documents as may be reasonably requested by the Title Company in order to issue the Title Policy in accordance with the terms of the Title Commitment;

8.2.3. Nonforeign Affidavit. An affidavit in the form prescribed by Treasury Regulation §1.1445-2 stating Seller's taxpayer identification number and confirming that the Seller is not a foreign person within the purview of 26 U.S.C. §1445 and the regulations issued thereunder; and

8.2.4. Assignment and Bill of Sale. A counterpart of an assignment and bill of sale, conveying the Permits and Personal Property in form and substance acceptable to Buyer in Buyer's sole discretion ("**Assignment and Bill of Sale**");

8.2.5. Closing Statement. A counterpart of the closing statement prepared by the Title Company with respect to Closing (the "**Closing Statement**");

8.2.6. Permits. Executed original Permits, and copies of all related documents;

8.2.7. Documents; Keys. All keys and combinations to locks and other security devices located on the Property and all other items reasonably requested by Buyer relating to the Property;

8.2.8. Evidence of Authority. Authorizing resolutions of Seller authorizing the sale of the Property to Buyer, together with such other evidence of the authority of the person or persons executing the documents contemplated by this Agreement on behalf of Seller as Buyer and the Title Company might reasonably request;

8.2.9. Representations and Warranties Certification. A certificate in form and substance satisfactory to counsel for Buyer that the representations and warranties of Seller in this Agreement are true and correct on and as of the Closing Date;

8.2.10. Additional Documents. Such additional documents as may be reasonably requested by Buyer to consummate the sale of the Property to Buyer.

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

The foregoing documents are sometimes hereinafter collectively referred to as "**Seller's Closing Documents**".

8.3. Buyer's Instruments. On the Closing Date, Buyer will deliver to Seller the following items (all documents will be duly executed and acknowledged where required):

8.3.1. Payment. Payment of the Purchase Price in accordance with Section 5 of this Agreement;

8.3.2. Reimbursement of Seller's Appraisal Cost. Reimbursement to Seller of its appraisal cost in the amount of One Thousand Eight Hundred Fifty and No/100 Dollars ($1,850.00);

8.3.3. Title Affidavits. Such affidavits and other documents as might be reasonably requested to issue the Title Policy in accordance with the terms of the Title Commitment;

8.3.4. Assignment and Bill of Sale. A counterpart of the Assignment and Bill of Sale;

8.3.5. Closing Statement. A counterpart of the Closing Statement;

8.3.6. Evidence of Authority. Such corporate resolutions, certificates of good standing and incumbency certificates and other evidence of authority with respect to Buyer and the person or persons acting on behalf of Buyer as might be reasonably requested by the Title Company;

8.3.7. Additional Documents. Such additional documents as might be reasonably requested by Seller to consummate the sale of the Property to Buyer.

The foregoing documents are sometimes hereinafter referred to as "**Buyer's Closing Documents**".

8.4. Possession. Possession of the Property will be delivered by Seller to Buyer at the time of Closing free and clear of (i) the Excluded Assets, and (ii) any and all tenancies and parties claiming rights to possession of or having claims against the Property. Effective on the delivery of the Deed, beneficial ownership and the risk of loss of the Property will pass from Seller to Buyer.

8.5. Closing Costs.

8.5.1. Seller Costs. Seller shall pay for the following costs and expenses: (a) the cost of the preparation of Seller's Closing Documents; and (b) Seller's attorneys' fees.

8.5.2. Buyer Costs. Buyer shall pay for the following costs and expenses: (a) all costs of abstracting, title examination and other costs relating to the issuance of the Title Policy in form and content acceptable to Buyer in its sole and absolute discretion and the premium expense for the Title Policy in the amount of the Purchase Price; (b) the cost of the Survey; (c) the cost of any endorsements to the Title Policy; (d) all state, county and municipal transfer taxes, documentary stamps taxes, surtax, recording charges and taxes, and all other impositions on the conveyance, and the recording fee of the Deed; (e) Buyer's attorneys' fees; and (f) the cost of the preparation of Buyer's Closing Documents.

8.5.3. Shared Costs. Seller and Buyer shall each pay one-half (1/2) of the following costs and expenses: (a) the fees and charges, if any, charged by the Escrow Agent for its services as the escrow agent hereunder; and (b) any closing fee charged by the Title Company for purposes of handling Closing.

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

9. Adjustments; Prorations. All receipts and disbursements of the Property will be prorated between Seller and Buyer as of 11:59 p.m. on the Closing Date and the Purchase Price will be adjusted on the following basis:

9.1. Disbursements. All sums due for accounts payable which were owing or incurred in connection with the Property on or prior to the Closing Date will be paid by Seller. Buyer will promptly furnish to Seller any bills for such period received after the Closing Date for payment, and Buyer will have no further obligation with respect thereto.

9.2. Property Taxes. All real and personal property ad valorem taxes, if any, for the calendar years preceding the year in which the Closing Date occurs will be paid by Seller. Seller shall be responsible for any special assessments assessed against the Property on or prior to the Closing Date, even if such special assessments are to be paid in installments. All real and personal property ad valorem taxes for the calendar year in which the Closing Date occurs will be prorated to the Closing Date. If the actual amounts to be pro-rated are not known as of Closing, the pro-ration shall be made at Closing on the basis of the best evidence then available without subsequent adjustment. If for any reason ad valorem property taxes for the then-current tax year have not been assessed on the Property, such pro-ration shall be estimated based upon the property taxes for the immediately preceding tax year, and Seller and Buyer shall subsequently make a cash adjustment when exact amounts are available. Notwithstanding the foregoing, Seller shall be responsible for the payment of any "roll-back" or similar assessment or tax as a result of Seller's assessment of the Property as "current use" or "agricultural use" or other property designation which triggers the recapture of taxes upon change of use.

9.3. Utility Charges. All utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer; provided, however, that at either Party's election any one or more of such utility accounts shall be closed as of the Closing Date, in which event Seller shall be liable and responsible for all charges for service through the Closing Date and shall be entitled to all deposits theretofore made by Seller with respect to such utility, and Buyer shall be responsible for reopening and reinstituting such service in Buyer's name, and shall be responsible for any fees, charges and deposits required in connection with such new account.

9.4. Insurance. Seller will terminate all existing insurance policies on the Closing Date, and Buyer will be responsible for placing all insurance coverage desired by Buyer. Any prepaid insurance premiums will be retained by Seller.

9.5. Other Items. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

10. Condemnation; Casualty. In the event of casualty loss or condemnation occurring prior to Closing, Buyer may elect to terminate this Agreement, in which event Escrow Agent shall immediately return the Deposit to Buyer and this Agreement and the rights, duties and obligations of the Parties hereunder shall terminate and be of no further force or effect. In the event Buyer elects to proceed with Closing despite any such casualty or condemnation, the obligations of the Parties shall remain in full force and effect as if such casualty or condemnation had not occurred. In the event Seller receives any condemnation awards or proceeds collected under policies of insurance pertaining to the Property, Seller shall pay to Buyer any and all sums of money received as condemnation awards or insurance proceeds and shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to said awards and proceeds and any further sums payable thereunder or by reason thereof.

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

11. Representations, Warranties, and Covenants

11.1. Representations, Warranties, and Covenants of Seller. In order to induce Buyer to enter into this Agreement and to complete Closing, Seller represents, warrants and agrees with Buyer as follows:

11.1.1. Seller Subsistence; Power; Authority.

(a) Seller is the entity identified in the first paragraph of this Agreement, and is duly organized, validly subsisting and in good standing under the laws of the state of formation, and duly qualified and with full power and authority generally to do business in the state where the Property is located, with all legal power and authority to undertake, observe and perform all of Seller's agreements and obligations hereunder and under Seller's Closing Documents.

(b) Seller's entry into this Agreement, and the observance and performance of Seller's agreements and obligations hereunder, have been duly approved by all necessary action of the directors, shareholders, members and/or partners (as applicable) of Seller. This Agreement constitutes and Seller's Closing Documents will, when executed and delivered, constitute the valid and binding obligations of Seller, enforceable in accordance with their terms.

(c) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(d) All the persons who have any legal or equitable interest in the Property, or whose joinder in any Seller's Closing Document would be necessary to convey to Buyer title to all the Property, as required by this Agreement, are named above as **"Seller"**.

(e) Seller's execution and delivery of this Agreement and Seller's Closing Documents and Seller's compliance with the provisions thereof will not conflict with or constitute a breach of, or a default under, any of the provisions of any applicable law, rule, regulation or order of any court, administrative agency, bureau, board, commission, office, authority, department or other governmental entity.

(f) Seller is not a party to or bound by any agreement or obligation or subject to any restriction or to any applicable law, rule, regulation or order of any court, administrative agency, bureau, board, commission, office, authority, department or other governmental entity, which might result in a material impairment of the rights or abilities of Seller to perform its obligations hereunder or under Seller's Closing Documents.

11.1.2. Litigation. To Seller's knowledge and belief, there are no judgments, orders, suits, actions, garnishments, attachments or proceedings of any nature by or before any court, commission, board or other governmental body pending, or to the knowledge of Seller threatened, which involve or affect, or could involve or affect: (a) the Property, or any part thereof, (b) the validity or enforceability of this Agreement or Seller's Closing Documents, (c) any risk of any judgment or liability being imposed upon Seller which could materially adversely affect the financial condition of Seller or Seller's ability to observe or perform fully its agreements and obligations hereunder or under Seller's Closing Documents.

11.1.3. Bankruptcy Matters. The consummation of the transactions contemplated hereby will not render Seller insolvent or constitute a fraudulent conveyance or fraudulent transfer under any applicable law. Seller has not made any general assignment for the benefit of Seller's creditors. No

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

proceeding seeking (a) relief for Seller under any bankruptcy or insolvency law, (b) the rearrangement or readjustment of Seller's debt, (c) the appointment of a receiver, custodian, liquidator or trustee to take possession of substantially all of the assets of Seller, or (d) the liquidation of Seller, has been commenced or is planned by Seller or has been threatened by any other third party.

11.1.4. No Default. To Seller's knowledge and belief, Seller is not in default under any license, permit, lease, lease guaranty, contract, or other agreement or instrument relating to the Property to which Seller is a party or by which Seller or the Property is bound. There exists no condition or state of facts which, but for the giving of notice or the expiration of time (or both), would constitute such a default. The observance and performance of Seller's obligations hereunder and under Seller's Closing Documents will not conflict with or result in the breach of any license, permit, lease, lease guaranty, contract or other such agreement or other instrument.

11.1.5. Environmental.

(a) To Seller's knowledge and belief, Seller has not received any complaint, order, summons, citation, notice of violation, directive, letter or other communication from any governmental authority with regard to air emissions, water discharges, noise emissions or Hazardous Substances, or any other environmental, health or safety matters affecting the Property, or any portion thereof.

(b) For purposes of this Agreement, the term "**Hazardous Substance**" shall mean materials, wastes or substances that are (i) included within the definition of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," "toxic pollutants" and "hazardous waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.) and the regulations promulgated pursuant to such laws, (ii) regulated or classified as hazardous or toxic, under federal, state or local environmental laws or regulations, (iii) petroleum, (iv) asbestos or asbestos-containing materials, (v) polychlorinated biphenyls, (vi) flammable explosives or (vii) radioactive materials.

11.1.6. Mechanics' Liens. No work has been or will be performed at, and no materials have been or will be furnished to, the Property, or any part thereof, which might give rise to any mechanics', materialmen's or other lien against the Property, or any part thereof. If any lien for such work is filed, Seller shall discharge the same promptly and in any event prior to Closing.

11.1.7. Compliance with Laws. To Seller's knowledge and belief, no notice or communication of any kind has been issued by any public authority relating to the Property, or any business or activity conducted thereon, including, but not limited to, notice of violation under zoning, building, health, or fire codes.

11.1.8. Condemnation. To Seller's knowledge and belief, as of the Effective Date, Seller has not received any written notice of any pending or threatened condemnation of all or any portion of the Property.

11.1.9. Quality of Title. (a) Seller now has, and at Closing will have, full legal and equitable fee simple absolute title to the Property subject to the Permitted Exceptions, of the quality and insurability called for by this Agreement. (b) Other than as set forth in Section 3 of this Agreement, there is no existing agreement, commitment, right of first refusal, right of first offer, option or right with, in or to any person to acquire the Property or any interest therein. (c) To Seller's knowledge and belief, no

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

default or breach exists under any recorded easement, covenant, agreement or restriction affecting the Property.

11.1.10. Representations and Warranties. Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties or covenants to be untrue or not to be performed on the Closing Date.

11.1.11. Seller Closing Documents. Seller will deliver on the Closing Date all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

11.2. Representations, Warranties, and Covenants of Buyer. Buyer represents, warrants, and covenants to Seller that:

11.2.1. Existence, Good Standing. Buyer is validly existing and in compliance under the laws of the state of Alabama.

11.2.2. Enforceability. This Agreement and all other agreements to be executed by Buyer in connection herewith have been (or upon execution will have been) duly executed and delivered by Buyer, and constitute (or upon execution will constitute) legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

11.2.3. Buyer Closing Documents. Subject to the terms and conditions of this Agreement, Buyer will deliver on the Closing Date all documents and instruments required by this Agreement for the consummation of the purchase and sale of the Property.

11.3. Continuing Nature; Survival. Each of the representations and warranties of Seller and Buyer contained in this Agreement: (a) is made as of the Effective Date, and (b) shall be deemed remade by Seller and Buyer, as applicable, and shall be true and correct in all respects, as of the Closing Date. If, after the execution of this Agreement, any event occurs or condition exists which renders any of Seller's or Buyer's, as applicable, representations or warranties untrue or misleading, then Seller or Buyer, respectively, shall promptly notify the other Party. The terms, conditions and provisions of this Agreement shall survive Closing for a period of one year.

11.4. Disclaimer. Except as expressly set forth in this Agreement and/or in any of the documents delivered by Seller at Closing, including but not limited to Seller's Closing Documents (collectively, "**Seller Documents**"), Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operations with any legal requirements of any applicable governmental authority or body, (e) the compliance of its operations with any covenants, conditions, restrictions or easements which are binding on the Property, (f) the habitability, merchantability, profitability or fitness for a particular use or purpose of the Property, (g) the manner, quality, state of repair or lack of repair of the Property, or (h) any other matter with respect to the Property. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller except as expressly set forth in this Agreement and/or any Seller Documents. Buyer further

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

acknowledges and agrees that any information provided or to be provided by Seller with respect to the Property that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy, truthfulness or completeness of such information except as expressly set forth in this Agreement and/or the Seller Documents. Except as expressly set forth in this Agreement and the Seller Documents, Buyer acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS," "WHERE IS" condition and basis and with all faults.

12. Default; Remedy. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement at Closing or fails to perform any of Buyer's other obligations hereunder either prior to or at Closing for any reason other than termination of this Agreement by Buyer pursuant to a right so to terminate expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement, then Seller may terminate this Agreement at Seller's election by giving written notice thereof to Buyer prior to or at Closing, whereupon Escrow Agent shall pay the Deposit to Seller and Seller shall be entitled to retain the Deposit as liquidated damages hereunder, as its sole and exclusive remedy, it being agreed by the Parties that actual damages would be difficult to ascertain and that the Deposit shall constitute reasonable liquidated damages under the circumstances. If Seller fails to perform any of its obligations hereunder or otherwise breaches any of the terms and conditions hereof, Buyer may terminate this Agreement at Buyer's election by giving written notice thereof to Seller whereupon Escrow Agent shall return the Deposit to Buyer. Each Party's rights and/or obligations under this Section shall survive Closing.

13. Miscellaneous. It is further agreed as follows:

13.1. Time. Time is of the essence of each provision of this Agreement.

13.2. Business Day. As used herein, the capitalized term "Business Day" shall mean and refer to any day other than a Saturday, a Sunday, or a federally recognized holiday. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is not a Business Day, then such time for performance shall be automatically extended to the next following Business Day.

13.3. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given (a) when delivered personally to the Party designated to receive such notice, (b) when sent by e-mail transmission, (c) on the first Business Day following the day sent by overnight courier, or (d) on the third (3rd) Business Day after the same is sent by United States mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any Party might designate by written notice to the other Party:

To Seller:	Daughters of Charity Ministries Attn: George Brenton Provincial Director of Facilities 4330 Olive Street St. Louis, MO 63108 E-Mail: george.brenton@doc.org	To Buyer:	University of South Alabama Attn: Harry Brislin, IV Real Estate Services and Asset Management 775 N. University Blvd, Suite 150 Mobile, AL 36608-4548 hbrislin@southalabama.edu

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

With Copy To: USA Health Legal Department
Attn: Yanya O'Hara
207 N. Catherine St., Suite 103
Mobile, Alabama 36604
USAHealthLegal@health.southalabama.edu

13.4. Brokerage. Both Buyer and Seller agree and understand that USA Properties is acting as an agent of the Buyer in this transaction and is solely assisting Seller as a transaction broker. Seller understands that Seller is under no obligation to pay a commission to USA Properties with respect to this transaction. Seller represents and warrants that it has not engaged or retained the services of any real estate broker or agent in connection with the negotiation or consummation of this transaction.

13.5. Governing Law. This Agreement and all the transactions contemplated hereby shall be governed and construed in accordance with the laws of the State of Alabama without regards to conflict of law principles.

13.6. **VENUE. THE PARTIES HERETO WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF STATE AND/OR FEDERAL COURTS HAVING SUBJECT MATTER JURISDICTION LOCATED IN MOBILE COUNTY, ALABAMA, AS THE SOLE FORUM FOR THE RESOLUTION OF ANY DISPUTES CONCERNING THIS AGREEMENT AND WAIVE ANY OBJECTIONS RELATING THERETO, INCLUDING FORUM NON CONVENIENS.**

13.7. Assignment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties. Buyer may assign this Agreement. Upon such assignment, the assignee shall succeed to all rights, and shall assume all obligations, of Buyer under this Agreement, and thereafter Buyer shall have no further obligations under this Agreement. Except as otherwise permitted by this Section, neither Seller nor Buyer may assign this Agreement or any of their respective rights, duties or obligations hereunder without the prior written consent of the non-assigning Party.

13.8. Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

13.9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which taken together will constitute one agreement. This Agreement will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this Agreement has been executed by each Party and a copy thereof delivered (by hand, mail, facsimile and/or electronic mail) to the other Party to this Agreement.

13.10. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, a similar provision will be added in lieu thereof where possible and be legal, valid and enforceable.

13.11. Waiver. Failure of any Party hereto to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment of any such covenant or condition, right or option, but the same shall remain in full force and effect. The committing by either Party of any act or

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

thing which it is not obligated to do hereunder shall not be deemed to impose an obligation upon it to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

13.12. Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller relating to the purchase and sale of the Property. This Agreement supersedes, in all respects, all prior written or oral agreements, if any, between the Parties relating to the sale of the Property and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein.

13.13. Effective Date. As used herein, the term "**Effective Date**" shall mean and refer to the date on which the last of Seller and Buyer, as applicable, executes this Agreement so that this Agreement has been fully executed by the Parties hereto, as evidenced by the dates set forth below the respective signature blocks of Seller and Buyer set forth hereinbelow.

13.14. Further Actions. Buyer and Seller each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other Party, any and all agreements, instruments, papers, acts of things supplemental, confirmatory or otherwise as may be reasonably required by the Party hereto. Each Party's rights and/or obligations under this Section shall survive Closing.

14. Excluded Liabilities. Buyer shall neither assume nor pay for nor be liable for any of Seller's agreements, liabilities, debts, responsibilities or obligations with respect to the Property, the Excluded Assets, or otherwise, whether direct, fixed or contingent, and whether existing or arising at any time prior or subsequent to the Closing Date ("**Excluded Liabilities**"). Any and all such Excluded Liabilities shall be retained by Seller.

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

IN WITNESS WHEREOF, this instrument has been executed by the Parties on the dates hereafter.

SELLER:

DAUGHTERS OF CHARITY MINISTRIES, INC., a Missouri non-profit corporation

DocuSigned by:
By: Thomas M Beck
2BC81C1CCA9E482...
Name: Thomas Beck
As Its: Chief Financial Officer
Date of Execution: 11/10/2025

BUYER:

UNIVERSITY OF SOUTH ALABAMA, a public body corporate of the State of Alabama

By: Kristen Roberts
Name: Kristen Roberts
As Its: Vice President of Finance
Date of Execution: 11/18, 2025

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

RECEIPT

The undersigned acknowledges receipt of a fully-executed copy of this Purchase and Sale Agreement and Deposit in the amount of Five Thousand and No/100 Dollars ($5,000.00) to be held and applied in accordance with the foregoing.

Receipt of fully-executed Agreement – November 20, 2025

Receipt of Deposit – November 24, 2025

THE GUARANTEE TITLE COMPANY, LLC

By: LG Brandon

Name: Lauren Brandon

As Its: Closing Agent

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

Schedule 2
Excluded Assets

NONE

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Mobile County, Alabama and more particularly described as follows:

Commencing at the Southeast corner of Section 20, T4S-R2W, Mobile County, Alabama, run S 89° 03' 55" W along the South line of said Section 20, a distance of 1705.0 feet to the point of beginning of the property herein described; thence continuing S 89° 03' 55" W along said South line of Section 20, run 307.0 feet to a point; thence run N 00° 25' 33" E 270.0 feet to a point; thence run N 89° 03' 55" E 307.0 feet to a point; thence run S 00° 25' 33" W 270.0 feet to the point of beginning. Containing 82,867 Square Feet or 1.9024 Acres, more or less.

Docusign Envelope ID: 1AD4D50B-0984-438D-970A-3D704534804B

EXHIBIT B

SELLER DELIVERABLES

Originals or legible copies of any of the following property-related information in Seller's actual possession or control:

(a) Surveys, plats and legal descriptions of the Real Property.

(b) A detailed listing of all capital expenditures on the Property made during the last three years.

(c) Utility bills for the Property for the past twelve months, which will be made available on site.

(d) All plans, specifications, engineering and mechanical data relating to the Property which are in Seller's possession.

(e) Copies of any plans or specifications including site plans and floor plans for the building in Seller's possession.

(f) Copies of all Permits.

(g) Such other items in Seller's possession that Buyer may reasonably request in connection with its inspection of the Property.

COMMITTEE MINUTES

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Audit Committee

December 3, 2025
1:38 p.m.

A meeting of the Audit Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Dr. Steve Stokes, Chair, on Wednesday, December 3, 2025, at 1:38 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Steve Furr, Meredith Hamilton, Lenus Perkins and Steve Stokes were present.
Members Absent:	Scott Charlton and Bill Lewis.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Luis Gonzalez, Ron Graham, Ron Jenkins, Arlene Mitchell, Jimmy Shumock and Jim Yance.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Joel Erdmann, Monica Ezell, Natalie Fox, Melinda Gratwick (KPMG), Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Sarah Beth Magette (Warren Averett), Mike Mitchell, Allen Parrish, Amanda Price (KPMG), Kristen Roberts, Margaret Sullivan, Peter Susman, Christina Wassenaar (Faculty Senate) and Ashlie Willson and Lauren Herzog Wray (KPMG).

Following the attendance roll call, **Item 1**, Dr. Stokes called for consideration of the minutes for a meeting held on September 4, 2025, **Item 2**. On motion by Ms. Hamilton, seconded by Dr. Furr, the Committee voted unanimously to adopt the minutes.

Dr. Stokes called on Ms. Roberts for a report on the KPMG audit reports for the fiscal year ended September 30, 2025, **Item 3**. Ms. Roberts introduced Ms. Ashlie Willson, KPMG lead engagement partner, who, along with KPMG colleagues – Ms. Melinda Gratwick, Ms. Amanda Price and Ms. Lauren Herzog Wray – delivered the required communications. Ms. Willson indicated that KPMG planned to issue an unmodified auditor's report on the University's basic financial statements within the week.

Dr. Stokes called on Mr. Susman to address **Item 4**, a report on the activities of the Office of Internal Audit (OIA). Mr. Susman introduced Ms. Sarah Beth Magette of Warren Averett, OIA Acting Director, who discussed the status of engagements as outlined in the fiscal years 2025 and 2026 audit plans and shared an overview on the fiscal year 2025 OIA Annual Report, addressing annual disclosures as are required by the Institute of Internal Auditors. She introduced **Item 5** as follows and, on motion by Mr. Perkins, seconded by Dr. Furr, the Committee approved the resolution. (To view documents authorized, refer to Appendix A):

RESOLUTION
REVISED INTERNAL AUDIT CHARTER FOR THE UNIVERSITY OF SOUTH ALABAMA

WHEREAS, the *Internal Audit Charter for the University of South Alabama* (the "Charter") documents the mandate, organizational position, reporting relationships, scope of work, types of services and other specifications for the Office of Internal Audit, and

WHEREAS, the University of South Alabama has updated the title of the position formerly known as *Chief Administrative Officer* to *Vice President of Administration*, and

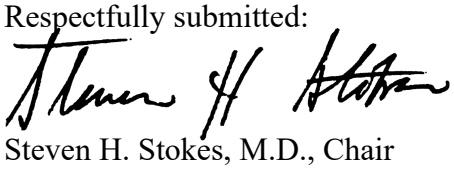
WHEREAS, this change reflects the current organizational structure and responsibilities of the role, and

WHEREAS, a revised Charter that incorporates the correct title as set forth herein is recommended for approval,

THEREFORE, BE IT RESOLVED, the Audit Committee of the University of South Alabama Board of Trustees hereby approves the revised *Internal Audit Charter for the University of South Alabama*.

There being no further business, the meeting was adjourned at 2:02 p.m.

Respectfully submitted:



Steven H. Stokes, M.D., Chair

APPENDIX A

Internal Audit Charter for the University of South Alabama

Purpose

The purpose of the Office of Internal Audit (OIA) is to strengthen the University of South Alabama's (USA) ability to create, protect, and sustain value by providing the Audit Committee of the Board of Trustees (Audit Committee) and management with independent, risk-based, and objective assurance, advice, insight, and foresight. In this Charter, USA will include both the University and the USA Health System, unless otherwise specified.

The OIA enhances USA's:

- Successful achievement of its objectives.
- Governance, risk management, and control processes.
- Decision-making and oversight.
- Reputation and credibility with its stakeholders.
- Ability to serve the public interest.

The OIA is most effective when:

- Internal auditing is performed by competent professionals in conformance with The IIA's Global Internal Audit Standards™, which are set in the public interest.
- The OIA is independently positioned with direct accountability to the Audit Committee.
- Internal auditors are free from undue influence and committed to making objective assessments.

Commitment to Adhering to the Global Internal Audit Standards

The OIA will adhere to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal Audit Standards and Topical Requirements (the "Standards"). The chief audit executive (Director, Office of Internal Audit) will report at least annually to the Audit Committee and senior management regarding the OIA's conformance with the Standards, which will be assessed through a quality assurance and improvement program.

Mandate

Authority

The Board of Trustees grants the OIA the mandate to provide the Audit Committee and senior management with objective assurance, advice, insight, and foresight.

The OIA's authority is created by its direct reporting relationship to the Audit Committee. Such authority allows for unrestricted access to the Board of Trustees.

The Audit Committee authorizes the OIA to:

- Have full and unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carrying out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the OIA's objectives.
- Obtain assistance from the necessary personnel of USA and other specialized services from within or outside USA to complete internal audit services. Prior written approval of the Vice President of Administration is required prior to engaging specialized services from outside USA.

Independence, Organizational Position, and Reporting Relationships

The chief audit executive will be positioned at a level in the organization that enables internal audit services and responsibilities to be performed without interference from management, thereby establishing the independence of the OIA. (See "Mandate" section.) The chief audit executive will report functionally to the Audit Committee and administratively (for example, day-to-day operations) to the Vice President of Administration. This positioning provides the organizational authority and status to bring matters directly to senior management and escalate matters to the Audit Committee, when necessary, without interference and supports the internal auditors' ability to maintain objectivity.

The chief audit executive will confirm to the Audit Committee, at least annually, the organizational independence of the OIA. If the governance structure does not support organizational independence, the chief audit executive will document the characteristics of the governance structure limiting independence and any safeguards employed to achieve the principle of independence. The chief audit executive will disclose to the Audit Committee any interference internal auditors encounter related to the scope, performance, or communication of internal audit work and results. The disclosure will include communicating the implications of such interference on the OIA's effectiveness and ability to fulfill its mandate.

Changes to the Mandate and Charter

Circumstances may justify a follow-up discussion between the chief audit executive, Audit Committee, and senior management on the internal audit mandate or other aspects of the internal audit charter. Such circumstances may include, but are not limited to:

- A significant change in the Standards.

- A significant acquisition or reorganization within the organization.
- Significant changes in the chief audit executive, Audit Committee, and/or senior management.
- Significant changes to the organization's strategies, objectives, risk profile, or the environment in which the organization operates.
- New laws or regulations that may affect the nature and/or scope of internal audit services.

Board Oversight

To establish, maintain, and ensure that USA's OIA has sufficient authority to fulfill its duties, the Audit Committee will:

- Discuss with the chief audit executive and senior management the appropriate authority, role, responsibilities, scope, and services (assurance and/or advisory) of the OIA.
- Ensure the chief audit executive has unrestricted access to and communicates and interacts directly with the Audit Committee, including in private meetings without senior management present.
- Discuss with the chief audit executive and senior management other topics that should be included in the internal audit charter.
- Participate in discussions with the chief audit executive and senior management about the "essential conditions," described in the Standards, which establish the foundation that enables an effective internal audit function.
- Approve the OIA's charter, which includes the internal audit mandate and the scope and types of internal audit services.
- Review the internal audit charter periodically with the chief audit executive to consider changes affecting the organization, such as the employment of a new chief audit executive or changes in the type, severity, and interdependencies of risks to the organization; and approve the internal audit charter annually.
- Approve the risk-based internal audit plan.
- Approve the OIA's human resources administration and budgets, including expenses.
- Collaborate with senior management to determine the qualifications and competencies the organization expects in a chief audit executive, as described in the Standards.
- Authorize the appointment and removal of the chief audit executive.
- Provide input to senior management to support the performance evaluation and remuneration of the chief audit executive.
- Receive communications from the chief audit executive about the OIA, including its performance relative to its plan.

- Ensure a quality assurance and improvement program has been established and review the results annually.
- Make appropriate inquiries of senior management and the chief audit executive to determine whether scope or resource limitations are inappropriate.

Chief Audit Executive Roles and Responsibilities

Ethics and Professionalism

The chief audit executive will ensure that internal auditors:

- Conform with the Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
- Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
- Encourage and promote an ethics-based culture in the organization.
- Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.

Objectivity

The chief audit executive will ensure that the OIA remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the chief audit executive determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not design or implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing operational duties for USA or its affiliates.
- Initiating or approving transactions external to the internal audit function.
- Directing the activities of any USA employee that is not employed by the OIA, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

Internal auditors will:

- Disclose impairments of independence or objectivity, in fact or appearance, to appropriate parties, such as the chief audit executive, Audit Committee, management, or others, at least annually.
- Exhibit professional objectivity in gathering, evaluating, and communicating information.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid conflicts of interest, bias, and undue influence.

Managing the Internal Audit Function

The chief audit executive has the responsibility to:

- At least annually, develop a risk-based internal audit plan that considers the input of the Audit Committee and senior management. Discuss the plan with the Audit Committee and senior management and submit the plan to the Audit Committee for review and approval.
- Communicate the impact of resource limitations on the internal audit plan to the Audit Committee and senior management.
- Review and adjust the internal audit plan, as necessary, in response to changes in USA's business, risks, operations, programs, systems, and controls.
- Communicate with the Audit Committee and senior management if there are significant interim changes to the internal audit plan.
- Ensure internal audit engagements are performed, documented, and communicated in accordance with the Standards.
- Follow up on engagement findings, confirm the implementation of recommendations or action plans, and communicate the results of internal audit services to the Audit Committee and senior management at least annually and for each engagement as appropriate.
- Ensure the OIA collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Standards and fulfill the internal audit mandate.
- Identify and consider trends and emerging issues that could impact USA and communicate to the Audit Committee and senior management as appropriate.
- Consider emerging trends and successful practices in internal auditing.
- Establish and ensure adherence to methodologies designed to guide the OIA.
- Ensure adherence to USA's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Standards. Any such conflicts will be resolved or documented and communicated to the Audit Committee and senior management.

- Coordinate activities and consider relying upon the work of other internal and external providers of assurance and advisory services. If the chief audit executive cannot achieve an appropriate level of coordination, the issue must be communicated to senior management and, if necessary, escalated to the Audit Committee.

Communication with the Board and Senior Management

The chief audit executive will report at least annually to the Audit Committee and senior management regarding:

- The OIA's mandate.
- The OIA's plan and performance relative to its plan.
- The OIA's budget.
- Significant revisions to the internal audit plan and budget.
- Potential impairments to independence, including relevant disclosures as applicable.
- Results from the quality assurance and improvement program, which include the OIA's conformance with the Standards and action plans to address the OIA's deficiencies and opportunities for improvement.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other areas of focus for the Audit Committee.
- Results of assurance and advisory services.
- Resource requirements.
- Management's responses to risk that OIA determines may be unacceptable or acceptance of a risk that is beyond USA's risk appetite.

Quality Assurance and Improvement Program

The chief audit executive will develop, implement, and maintain a quality assurance and improvement program that covers all aspects of the OIA. The program will include external and internal assessments of the OIA's conformance with the Standards, as well as performance measurement to assess the OIA's progress toward the achievement of its objectives and promotion of continuous improvement. The program also will assess, if applicable, compliance with laws and/or regulations relevant to internal auditing. Also, if applicable, the assessment will include plans to address the OIA's deficiencies and opportunities for improvement.

Annually, the chief audit executive will communicate with the Audit Committee and senior management about OIA's quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments. External assessments will be conducted at least once every five years by a qualified, independent assessor or assessment team from outside USA; qualifications must include at least one assessor holding an active Certified Internal Auditor® credential.

Scope and Types of Internal Audit Services

The scope of internal audit services covers the entire breadth of the organization, including all of USA's activities, assets, and personnel. The scope of internal audit activities also encompasses, but is not limited to, objective examinations of evidence to provide independent assurance and advisory services to the Audit Committee and management on the adequacy and effectiveness of governance, risk management, and control processes for USA.

The nature and scope of advisory services may be agreed with the party requesting the service, provided the OIA does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management.

Internal audit engagements may include evaluating whether:

- Risks relating to the achievement of USA's strategic objectives are appropriately identified and managed.
- The actions of USA's officers, directors, management, employees, and contractors or other relevant parties comply with USA's policies and procedures and applicable laws, regulations, and governance standards.
- The results of operations and programs are consistent with established goals and objectives.
- Operations and programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact USA.
- The integrity of information and the means used to identify, measure, analyze, classify, and report such information is reliable.
- Resources and assets are acquired economically, used efficiently and sustainably, and protected adequately.

Approved by the Audit Committee of the Board of Trustees at its meeting on December 3, 2025.

Acknowledgments/Signatures

_____	_____
Acting Director, Internal Audit	Date
_____	_____
Chair, Audit Committee	Date
_____	_____
Vice President of Administration	Date

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Development, Endowment and Investments Committee

December 3, 2025
2:52 p.m.

A meeting of the Development, Endowment and Investments Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Mr. Jim Yance on behalf of Judge Mike Windom, Chair, on Wednesday, December 3, 2025, at 2:52 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Chandra Brown Stewart, Ron Jenkins, Steve Stokes and Jim Yance were present and Luis Gonzalez participated remotely.
Members Absent:	Scott Charlton and Mike Windom.
Other Trustees:	Alexis Atkins, Steve Furr, Meredith Hamilton, Arlene Mitchell, Lenus Perkins and Jimmy Shumock.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Joel Erdmann, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Mike Mitchell, Allen Parrish, Norman Pitman, Kristen Roberts, Margaret Sullivan, Peter Susman, Drew Underwood and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 6**, Mr. Yance called for consideration of the minutes for a meeting held on September 4, 2025, **Item 7**. On motion by Ms. Brown Stewart, seconded by Dr. Stokes, the committee voted unanimously to adopt the minutes.

Mr. Yance called on Mr. Drew Underwood, Director of Treasury Management, to report on endowment and investment performance for the fourth quarter of fiscal year 2025, **Item 8**. Joining Mr. Underwood was Mr. Norman Pitman, USA's investment consultant. Mr. Underwood advised of a strong return on investments of just over 11 percent despite market volatility and navigating changes in the University's portfolio. He discussed manager performance, market conditions and progress toward achieving initiatives and next steps and shared that a NACUBO (National Association of College and University Business Officers) peer group study on one-year returns as of June 2025 showed USA's return outpaced the return average of peer institutions and endowments of comparable size.

Mr. Yance asked Ms. Roberts to address **Item 9**, a resolution acknowledging the Committee's annual evaluation of the University's endowment fund and non-endowment fund investment policy statements. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on December 4, 2025.) Ms. Roberts noted that, upon analysis of the policy statements, the Leadership recommended not revising the documents

at present. On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called on Dr. Erdmann, who introduced a resolution authorizing the appointment and reappointment of officers and directors for the Jaguar Athletic Fund, Inc., **Item 10**. On motion by Ms. Brown Stewart, seconded by Capt. Jenkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called on Ms. Sullivan to present **Item 11**, a resolution commending USA alumni Mrs. Carol Statter and Mr. Jim Statter for making a legacy gift of $1.7 million to support the College of Education and Professional Studies' Literacy Center and USA's football program. On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called on Ms. Sullivan to deliver a report on the activities of the division of Development and Alumni Relations, **Item 12**. Ms. Sullivan advised of record fundraising for fiscal year 2025, noting $47.5 million in new gifts and commitments secured across 7,732 gifts from 4,947 donors. She discussed fiscal year 2026 fundraising results, as well as the April 2026 launch of the capital campaign public phase, and thanked everyone for being engaged, including Mr. Yance for the many hours he had worked to help identify future principal donors. She also shared highlights on the United Way of Southwest Alabama employee campaign and a variety of events held over the fall and planned through spring, such as Alumni and Friends gatherings, the A Night Honoring Healers annual benefit, the President's Cabinet meeting featuring Mr. Jimmy Rayne of Southern Wood Holdings, the Wall of Honor annual ceremony and the inaugural Home and Garden Show.

There being no further business, the meeting was adjourned at 3:12 p.m.

Respectfully submitted:

James A. Yance

On behalf of:

Michael P. Windom, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Health Affairs Committee

December 3, 2025
2:09 p.m.

A meeting of the Health Affairs Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Mr. Jimmy Shumock, Chair, on Wednesday, December 3, 2025, at 2:09 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Steve Furr, Ron Graham, Meredith Hamilton, Arlene Mitchell, Jimmy Shumock, Steve Stokes and Jim Yance were present.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Luis Gonzalez, Ron Jenkins and Lenus Perkins.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Mike Chang, Joel Erdmann, Monica Ezell, Natalie Fox, Charlie Guest, Kayla Hall, Buck Kelley, Andi Kent, Spence Larche, Mike Mitchell, Allen Parrish, Kristen Roberts, Jon Simmons, Josh Snow, Margaret Sullivan, Peter Susman, Franklin Trimm and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 13**, Mr. Shumock called for consideration of the minutes for a meeting held on September 4, 2025, **Item 14**. On motion by Mr. Graham, seconded by Mr. Yance, the Committee voted unanimously to adopt the minutes.

Mr. Shumock called on Dr. Fox, who presented **Item 15**, a resolution authorizing the USA Health Hospitals medical staff appointments and reappointments for August, September and October 2025. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on December 4, 2025.) On motion by Mr. Yance, seconded by Dr. Furr, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Fox addressed a resolution authorizing revisions to the USA Health Hospitals Medical Staff Bylaws and to associated documents, **Item 16**. On motion by Dr. Stokes, seconded by Dr. Furr, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Fox introduced **Item 17**, a resolution authorizing medical executive committee officers for USA Health Hospitals for 2026 and 2027. On motion by Dr. Stokes, seconded by Dr. Furr, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Fox discussed a resolution authorizing the formation of the USA Rural Healthcare Authority (the "Rural HCA"), adoption and state recording of the Rural HCA Articles of Incorporation, adoption of the Rural HCA Bylaws and appointment of Rural HCA directors, **Item 18**. On motion by Mr. Graham, seconded by Mr. Yance, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Fox presented **Item 19**, a resolution authorizing the appointment of directors for the South Alabama Medical Science Foundation. On motion by Dr. Stokes, seconded by Dr. Furr, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Concerning **Item 20**, a report on the activities of USA Health and the Whiddon College of Medicine ("WCOM"), Dr. Fox advised that USA Health University Hospital was recently verified as a Level 1 trauma center by the American College of Surgeons. She introduced Dr. Mike Chang, USA Health Chief Physician Executive/Chief Medical Officer; Dr. Jon Simmons, WCOM Professor of Surgery/USA Health University Hospital Chief of Trauma and Acute Care and Burn Surgery; Mr. Josh Snow, USA Health University Hospital Chief Executive Officer; and Ms. Kayla Hall, USA Health University Hospital Director of Trauma Services, to discuss the significance of this designation, an achievement that few acute care hospitals in the nation attain. USA Health University Hospital is one of two Level 1 trauma centers in Alabama and is one of just a handful in the Southeast region.

Provost Kent introduced Dr. Franklin Trimm, discussing his many years of service with USA Health and the WCOM, most recently as Associate Dean of Health Advancement before being appointed as WCOM Interim Dean effective November 1, 2025. Dr. Trimm expressed gratitude for the trust placed in him to serve in this capacity at a momentous time for the WCOM.

There being no further business, the meeting was adjourned at 2:32 p.m.

Respectfully submitted:

James H. Shumock, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Academic Excellence and Student Success Committee

December 3, 2025
3:12 p.m.

A meeting of the Academic Excellence and Student Success Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Ms. Chandra Brown Stewart, Chair, on Wednesday, December 3, 2025, at 3:12 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Chandra Brown Stewart, Steve Furr and Ron Jenkins were present and Luis Gonzalez participated remotely.
Members Absent:	Scott Charlton, Bill Lewis and Mike Windom.
Other Trustees:	Alexis Atkins, Meredith Hamilton, Arlene Mitchell, Jimmy Shumock and Jim Yance.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Nicole Carr, Shelby Dearman, Joel Erdmann, Monica Ezell, Natalie Fox, Sharon Fruh, Charlie Guest, Heather Hall, Buck Kelley, Andi Kent, Lisa LaCross, Spence Larche, Jackson Martin, Brooke Moreland, Mike Mitchell, Trista Stout-Parker (Rebuilding Together of South Alabama), Allen Parrish, Kristen Roberts, Claudia Sajtar, Dallas Schmidt, Margaret Sullivan, Peter Susman and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 21**, Ms. Brown Stewart called for consideration of the minutes for a meeting held on September 4, 2025, **Item 22**. On motion by Dr. Furr, seconded by Capt. Jenkins, the Committee voted unanimously to adopt the minutes.

Ms. Brown Stewart called on Provost Kent to discuss **Item 23**, a resolution authorizing sabbatical awards for the period fall 2026 through spring 2027. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on December 4, 2025.) On motion by Dr. Furr, seconded by Capt. Jenkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Provost Kent introduced **Item 24**, a resolution granting emeritus status to faculty retirees from the Division of Academic Affairs and conveying the Board's appreciation for their service to the University. On motion by Capt. Jenkins, seconded by Dr. Furr, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Provost Kent detailed a resolution authorizing conferral of an honorary doctorate degree to United States Senator Katie Boyd Britt, keynote speaker for Fall 2025 Commencement, **Item 25**. On motion by Dr. Furr, seconded by Capt. Jenkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

As to a report on the activities of the Division of Academic Affairs, **Item 26**, Provost Kent announced that the National Resource Center for the First Year Experience and Students in Transition recently awarded its annual Institutional Excellence for Students in Transition Award to USA's Second Year Experience program. For their efforts that made this achievement possible, she introduced Dr. Nicole Carr, Associate Vice President for Student Academic Success, Dr. Lisa LaCross, Associate Director for Faculty Development with the Innovation in Learning Center, and Ms. Dallas Schmidt, Associate Director of Student Academic Success, and also recognized Ms. Autumn Courtney, Assistant Director of Student Academic Success. Provost Kent presented the award to Dr. Carr, who then shared information on the initiatives being employed to strengthen student retention and graduation rates.

Provost Kent turned to Dr. Mitchell, who delivered a report on the activities of the Division of Student Affairs, **Item 27**. Dr. Mitchell provided background on the Student Affairs annual reports produced over 10 years and the content featured. With regard to the 2024-2025 Student Affairs Annual Report, he identified six strategic goals and presented examples of programming designed to achieve each goal, along with statistical information.

Concerning a report on the activities of the Office of Community Engagement, **Item 29**, Dr. Billingsley advised of a partnership with Rebuilding Together of South Alabama and introduced Ms. Trista Stout-Walker, the agency's Executive Director, who spoke on the nonprofit's mission and use of the South Serves portal to connect with University volunteers. Students involved in an agency project to help build an accessibility ramp at a home in the community – Mr. Jackson Martin, Philanthropy Chair of Phi Kappa Phi Fraternity, and Ms. Shelby Dearman, Ms. Brooke Moreland and Ms. Claudia Sajtar from the Department of Radiologic Sciences – introduced themselves and discussed the experience. Also recognized for her role in the partnership was Dr. Catherine Cooper, Department of Radiologic Sciences Chair.

Dr. Parrish presented a report on the activities of the Division of Research and Economic Development, **Item 28**. He advised of the marked growth in extramural funding awarded for` College of Nursing (the "College") research projects since 2018 – a demonstration, he noted, of the extraordinary work taking place at the College. He introduced Dr. Heather Hall, College of Nursing Dean, who detailed three projects that had garnered more than $7.4 million in grant support in total: "LEAP" (Leveling Education and Social Support Resources to Advance Professional Nursing Practice); "Nursing REEACH" (Nursing Recruitment and Education to Expand Access to Culturally aligned Healthcare) and "Identifying Stressors and Barriers to Accessing Care for Underrepresented Children with Type 1 Diabetes." Dr. Hall also recognized Dr. Sharon Fruh, the College's Associate Dean, who was in attendance.

There being no further business, the meeting was adjourned at 3:49 p.m.

Respectfully submitted:

Chandra Brown Stewart, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Budget and Finance Committee

December 3, 2025
2:32 p.m.

A meeting of the Budget and Finance Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Mr. Lenus Perkins, Chair, on Wednesday, December 3, 2025, at 2:32 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Chandra Brown Stewart, Meredith Hamilton, Lenus Perkins, Jimmy Shumock and Steve Stokes were present.
Members Absent:	Ron Graham and Mike Windom.
Other Trustees:	Alexis Atkins, Steve Furr, Luis Gonzalez, Ron Jenkins, Arlene Mitchell and Jim Yance.
Administration & Guests:	Darren Baxley, Jim Berscheidt, Joél Billingsley, Jo Bonner, Joel Erdmann, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Mike Mitchell, Allen Parrish, Kristen Roberts, Steven Scyphers, Margaret Sullivan, Peter Susman and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 30**, Mr. Perkins called for consideration of the minutes for a meeting held on September 4, 2025, **Item 31**. On motion by Mr. Shumock, seconded by Ms. Brown Stewart, the Committee voted unanimously to adopt the minutes.

Mr. Perkins called on Ms. Roberts to discuss the quarterly financial statements for the fiscal year ended September 30, 2025, **Item 32**. Ms. Roberts advised that updates to the draft financial statements were not anticipated, and she presented highlights from the statements, noting record total assets of approximately $2.7 billion, a total net position of approximately $786 million and an increase in net position of close to $124 million to end the year.

Mr. Perkins asked Ms. Roberts to explain **Item 33**, a resolution authorizing the President and the Vice President of Finance, or the equivalent senior financial officer, acting together with the Executive Vice President or the head of USA's Treasury Department, to open banking accounts or make treasury changes. (To view resolutions, policies and other documents authorized, refer to the minutes of the Board of Trustees meeting held on December 4, 2025.) On motion by Mr. Shumock, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Perkins called on Mr. Susman to address **Item 34**, a report on public safety. Mr. Susman commented on the University's obligation to publish campus crime data, as mandated by Clery Act regulations, and recognized those involved in this annual process that culminates in USA's *Annual Security and Fire Safety Report*. He introduced Mr. Darren Baxley, Director of Police

Administration, who discussed charts depicting on-campus offenses by category reported for 2022, 2023 and 2024 and for 2025 through October 29.

Mr. Perkins called on Mr. Kelley for a report on University facilities, **Item 35**. Mr. Kelley introduced Dr. Steven Scyphers, Chief Sustainability Officer/Associate Professor at the Stokes School of Marine and Environmental Sciences, who provided an update on the *Sustainability @ South* program, advising of a sustainability assessment completed in 2025 and the key priorities identified; a sustainability seminar series held in 2025; and new projects involving the installation of campus bioswales for storm water management and development of a synthesis center focused on the environment and health. He noted that both projects had received extramural funding. Additionally, Mr. Kelley gave an update on the Whiddon College of Medicine project as footage of the interior and exterior was shown.

There being no further business, the meeting was adjourned at 2:52 p.m.

Respectfully submitted:

Lenus Perkins, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Long-Range Planning Committee

December 3, 2025
2:02 p.m.

A meeting of the Long-Range Planning Committee (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Mr. Ron Graham, Chair, on Wednesday, December 3, 2025, at 2:02 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Ron Graham, Meredith Hamilton, Ron Jenkins and Jim Yance were present.
Members Absent:	Scott Charlton and Bill Lewis.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Steve Furr, Luis Gonzalez, Arlene Mitchell, Lenus Perkins, Jimmy Shumock and Steve Stokes.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Joel Erdmann, Julie Estis, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Mike Mitchell, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 36**, Mr. Graham called on Dr. Estis for a report on institutional planning and assessment, **Item 38**. Dr. Estis, Associate Vice President for Institutional Effectiveness, reviewed that work to develop the next master plan for the period 2027 to 2037 (the "Plan") was progressing and mentioned the Plan's relationship to the University's strategic priorities. She and Mr. Kelley discussed components of this process over the production phases of assessment, master planning and deliverables, as well as the role of EDR (EskewDumezRipple) as consultant for this initiative.

Mr. Graham called for consideration of the minutes for a meeting held on September 4, 2025, **Item 37**. On motion by Mr. Yance, seconded by Ms. Hamilton, the Committee voted unanimously to adopt the minutes.

There being no further business, the meeting was adjourned at 2:09 p.m.

Respectfully submitted:

W. Ronald Graham

William Ronald Graham, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Committee of the Whole

December 3, 2025
3:49 p.m.

A meeting of the Committee of the Whole (the "Committee") of the University of South Alabama (the "University," "USA") Board of Trustees (the "Board") was duly convened by Ms. Alexis Atkins, Chair *pro tempore*, on Wednesday, December 3, 2025, at 3:49 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Alexis Atkins, Chandra Brown Stewart, Steve Furr, Meredith Hamilton, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Steve Stokes and Jim Yance were present and Luis Gonzalez participated remotely.
Members Absent:	Scott Charlton, Ron Graham, Kay Ivey, Bill Lewis and Mike Windom.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Joel Erdmann, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Mike Mitchell, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 39**, Chair Atkins called for consideration of the minutes for a meeting held on September 4, 2025, **Item 40**. On motion by Mr. Shumock, seconded by Ms. Brown Stewart, the Committee voted unanimously to adopt the minutes.

Chair Atkins called for consideration of **Item 41**, a resolution commending Mr. Owen Bailey for his many years of service to the University and USA Health, most recently as Chief Executive Officer of USA Health and Senior Associate Vice President for Medical Affairs. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on December 4, 2025.) On motion by Ms. Mitchell, seconded by Mr. Shumock, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

In accordance with the provisions of the Alabama Open Meetings Act, Chair Atkins made a motion to convene an executive session for an anticipated duration of 15 minutes for the purpose of discussing pending or threatened litigation, **Item 42**. She stated Mr. Larche had submitted the required written declaration for the minutes and that adjournment of the meeting would be in effect immediately upon the conclusion of the executive session. Mr. Shumock seconded and, at approximately 3:50 p.m., the Committee voted unanimously to convene an executive session, as recorded herein:

AYES:
- Chair Atkins
- Ms. Brown Stewart

AYES continued:
- Dr. Furr
- Mr. Gonzalez
- Ms. Hamilton
- Capt. Jenkins
- Ms. Mitchell
- Mr. Perkins
- Mr. Shumock
- Dr. Stokes
- Mr. Yance

There being no further business, the meeting was adjourned at approximately 4:23 p.m.

Respectfully submitted:

Katherine Alexis Atkins, Chair *pro tempore*

APPENDIX A

Executive Session

University of South Alabama Board of Trustees Committee of the Whole meeting on December 3, 2025.

The purpose of the executive session for the above-referenced meeting is to discuss pending or threatened litigation.

This declaration is submitted pursuant to the requirements of the Alabama Open Meetings Act by Spencer Larche, ASB number 1011-E64L.

