

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

TAB	DESCRIPTION	ACTION
1	INTERCOLLEGIATE ATHLETICS Financial Reports	Information item
2	INTERCOLLEGIATE ATHLETICS Employee Compensation Reports	Information item
3	OUTCOMES-BASED FUNDING	Information item
4	AMENDMENT TO BOARD POLICY Section V.R. – Establishment of Fees – First Reading	Motion to approve
5	BOISE STATE UNIVERSITY Facility Lease and Purchase Agreement - Gardner Company	Motion to approve
6	BOISE STATE UNIVERSITY Release of Reservation in Grant Deed on Real Property – College of Western Idaho	Motion to approve
7	IDAHO STATE UNIVERSITY Capital Project - Remodel of the Turner Dining Hall, Design-Build Phase	Motion to approve
8	IDAHO STATE UNIVERSITY Issuance of General Revenue Bonds	Motion to approve
9	LEWIS-CLARK STATE COLLEGE Proposed Summer Session Fee Discount	Information item

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

SUBJECT

Intercollegiate Athletics Reports of revenues, expenditures, participation

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.X.5.b.

BACKGROUND/DISCUSSION

Responsibility, management, control and reporting requirements for athletics are detailed in Board policy V.X. The college and universities are required to submit regular financial reports as specified by the Board office. The revenue and expenditures reported must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors.

IMPACT

The Athletics Reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs. The report on page 7 shows all the institutions have positive fund balances.

ATTACHMENTS

Attachment 1	Charts identifying the revenue by major source by Institution and as a percent of total athletics revenue	Page 3-6
Attachment 2	Charts identifying athletic departments' fiscal year end fund balance by institution	Page 7
Attachment 3	Charts displaying total students participating in athletic programs and number of full-ride scholarships	Page 8

Institution Tabs (BSU, ISU, UI, LCSC)

STAFF COMMENTS AND RECOMMENDATIONS

The Athletics Reports show actual results for fiscal years 2011 through 2015 and the forecast for fiscal year 2016.

All institutions are within their state general funds, gender equity and institutional funds limits.

Staff highlights the following revenue and expenditure data for the Board's consideration:

BSU FY 2016 Estimates

- Ticket Sales down -10.2%
- Athletics Student Aid up 20.1%
- Equipment, Uniforms and Supplies down -39.8%
- Women's Basketball Ticket Sales down -83.7%
- Athletic Director Office up 14.7%

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

- Marketing and Promotions up 38.5%
- Athletic Director Office up 41.2%
- Total Male Participation down -9.5%
- Total Female Participation down -12.6%

- Fiscal Year Net Income \$10,011
- Ending Fund Balance \$964,079

ISU FY 2016 Estimates

- Student Activity Fees down -2.9%
- Athletic Director Office up 10.0%
- Fund Raising Office up 10.9%
- Marketing and Promotions up 12.8%
- Men's Basketball Ticket Sales down -16.2%

- Fiscal Year Net Income is \$0
- Ending Fund Balance \$1,563,017

UI FY 2016 Estimates

- Ticket Sales down -18.1%
- Institutional Funds includes conference initiation fees outside the limit
FY15 \$625,000 FY16 \$500,000
- Athletic Student Aid up 10.3%
- Coaching Salary/Benefits up 13.5%
- Recruiting down -22.3%
- Football Ticket Sales down -15.8%
- Men's Basketball Ticket Sales down -33.6%
- Academic Support up 25.1%

- Fiscal Year Net Income \$0
- Ending fund balance \$131,446

LCSC FY 2016 Estimates

- Recruiting down -21.2%
- Total Men's Sport Revenue down -12.9%

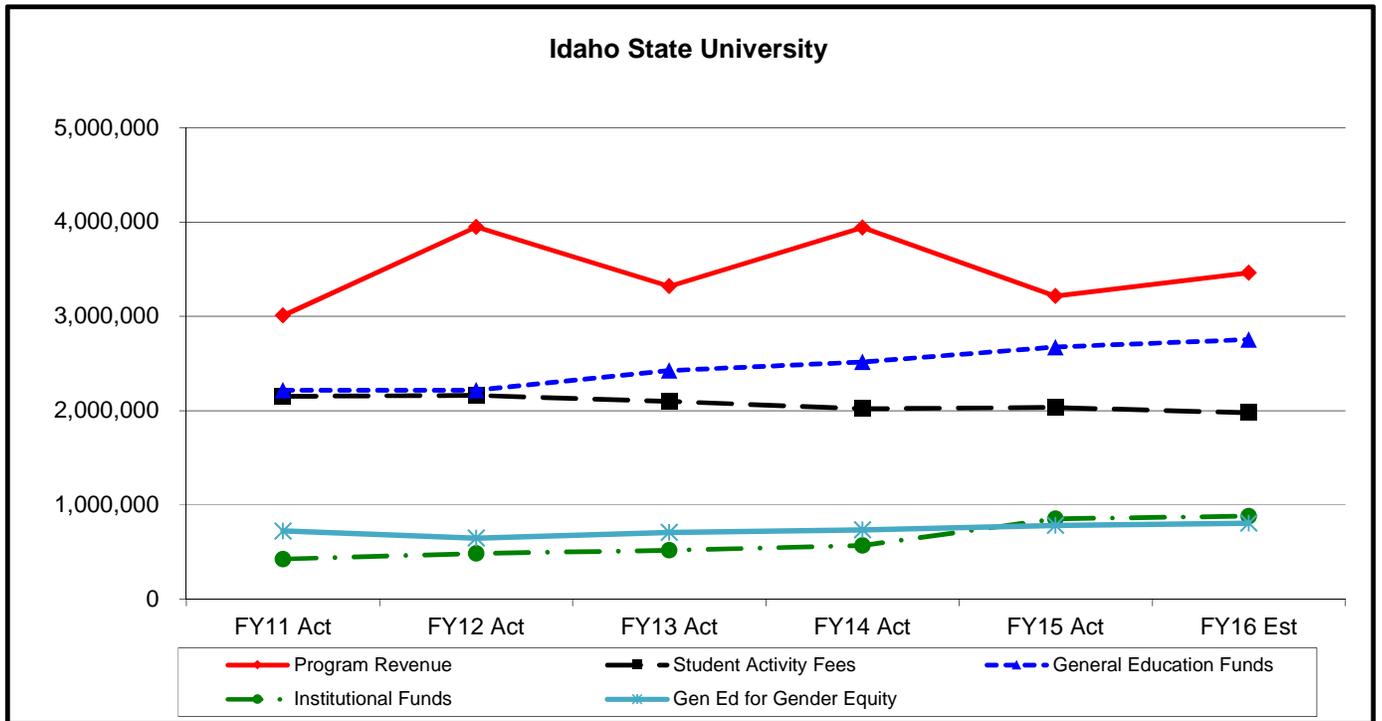
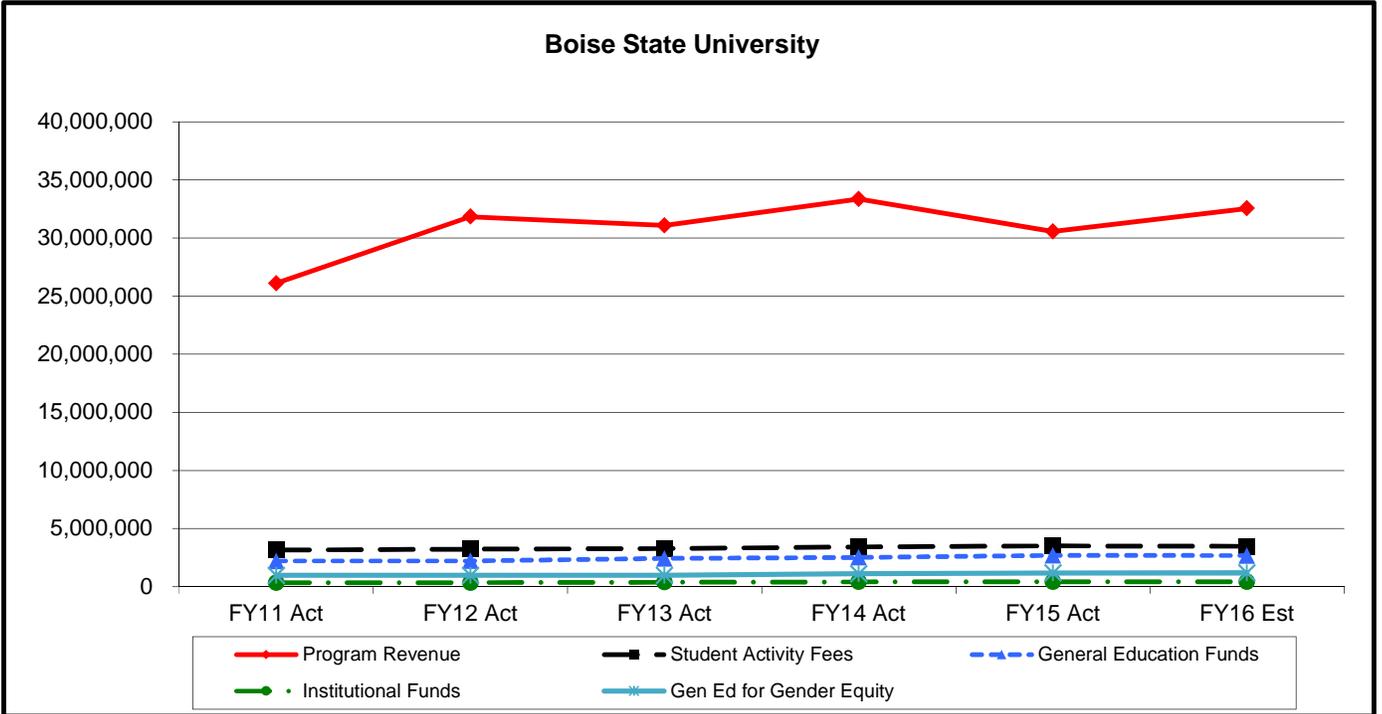
- Fiscal Year Net Income \$0
- Ending fund balance \$240,476

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

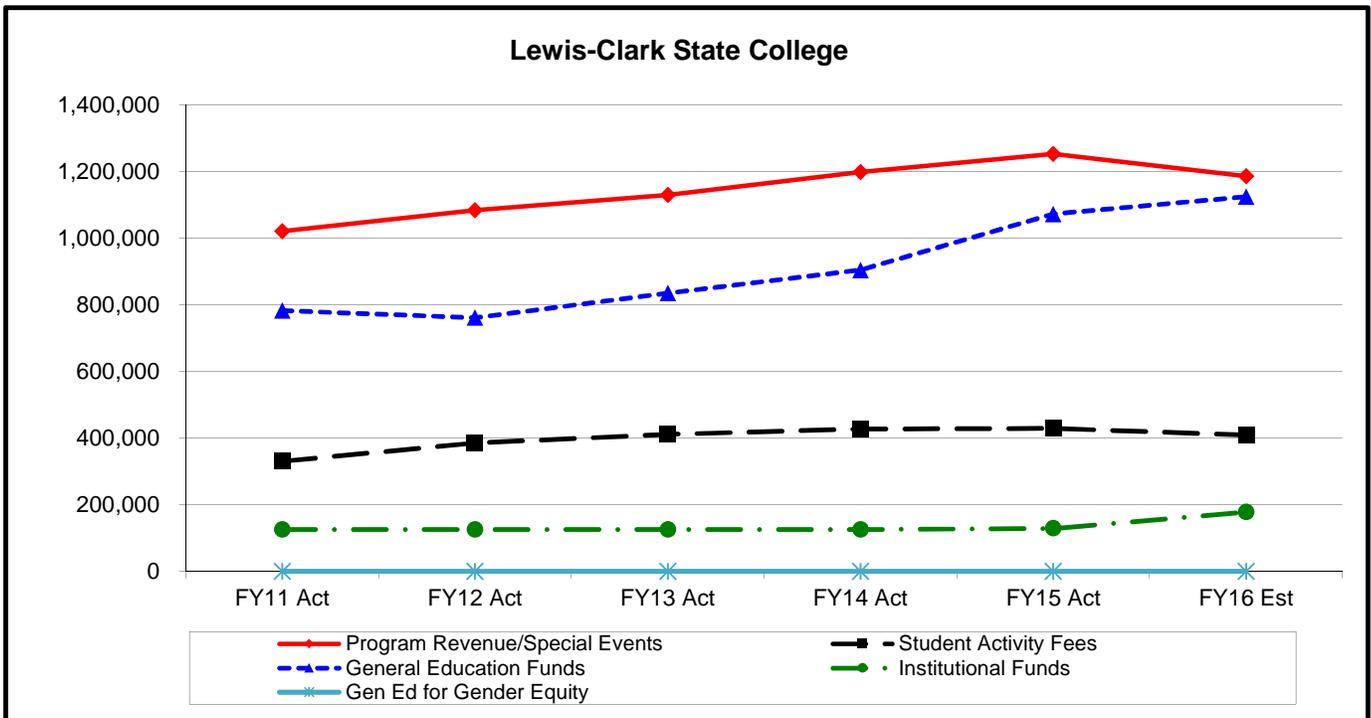
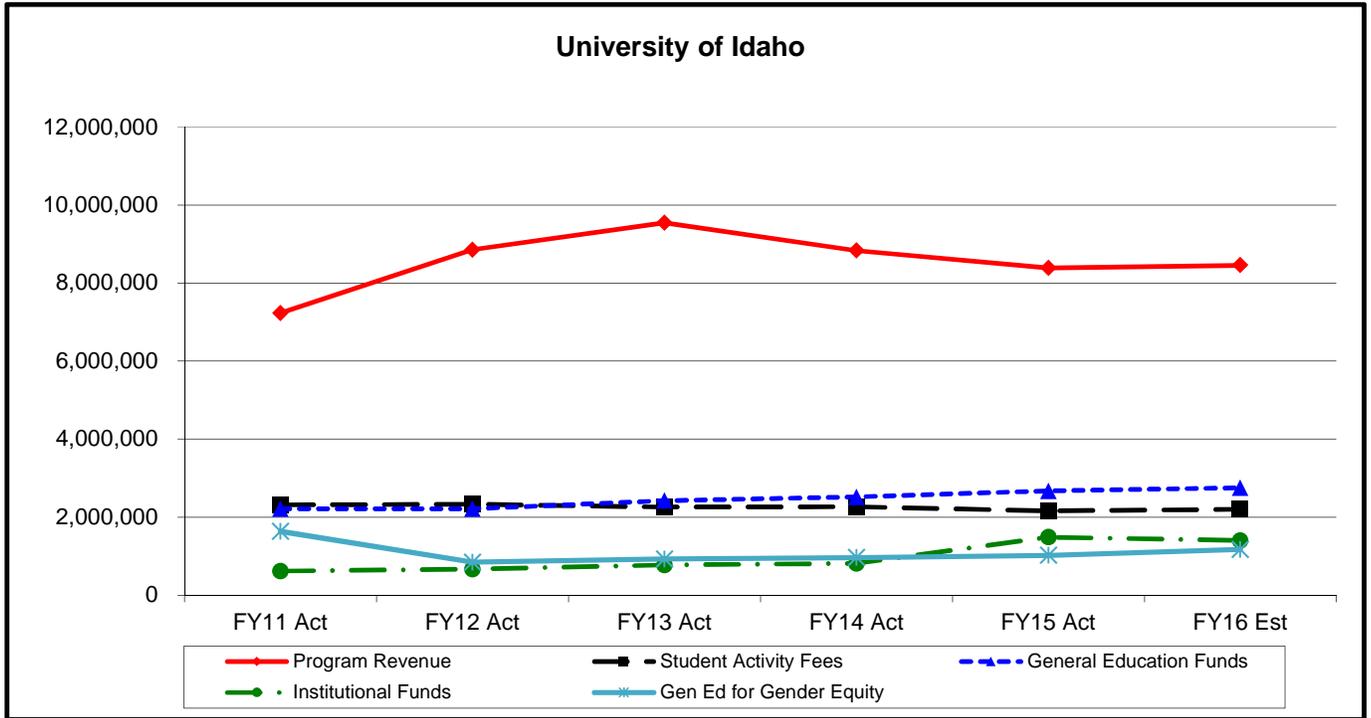
Intercollegiate Athletics Report

Revenue by Major Source



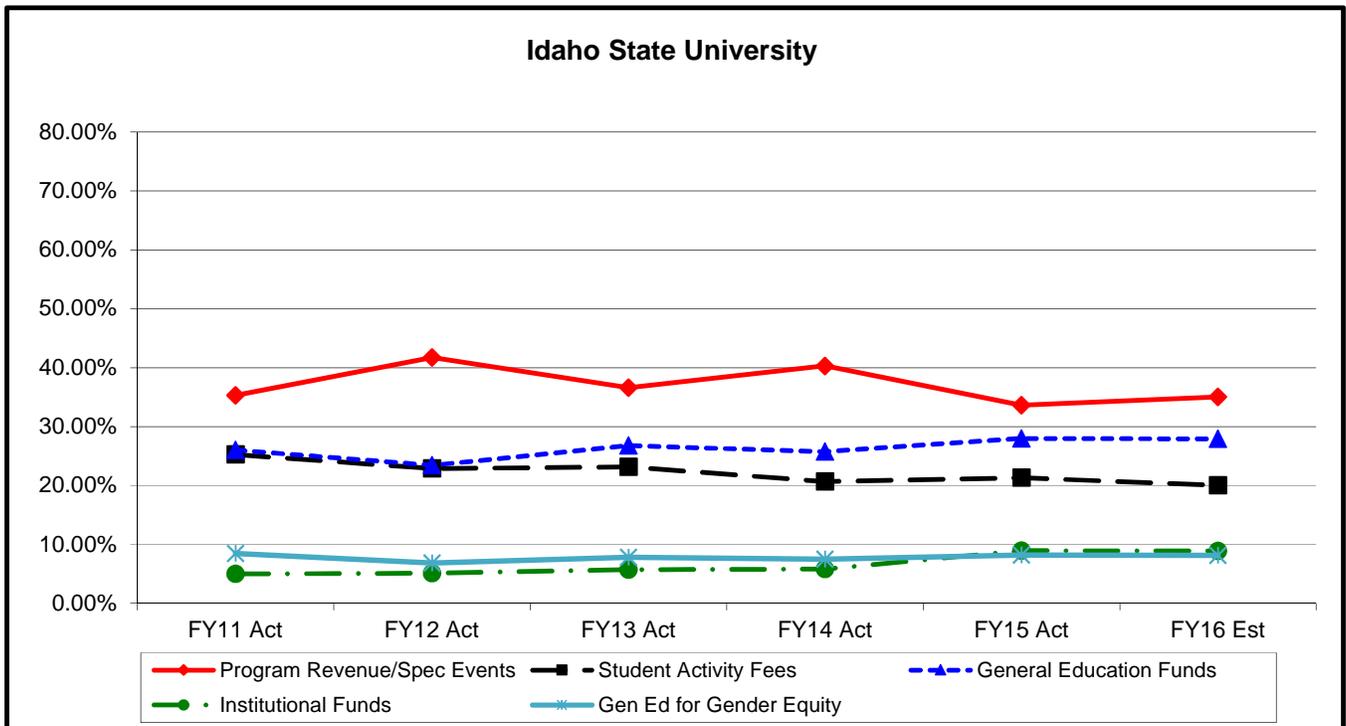
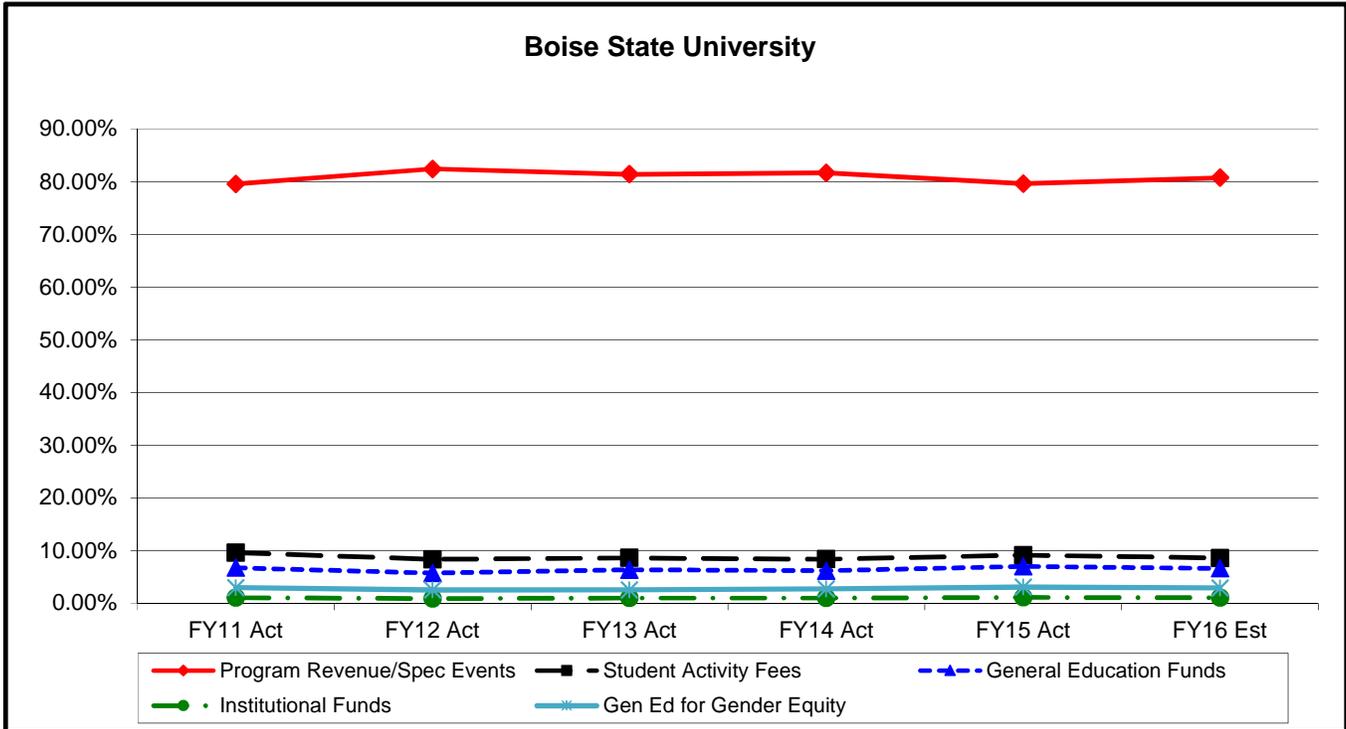
Intercollegiate Athletics Report

Revenue by Major Source



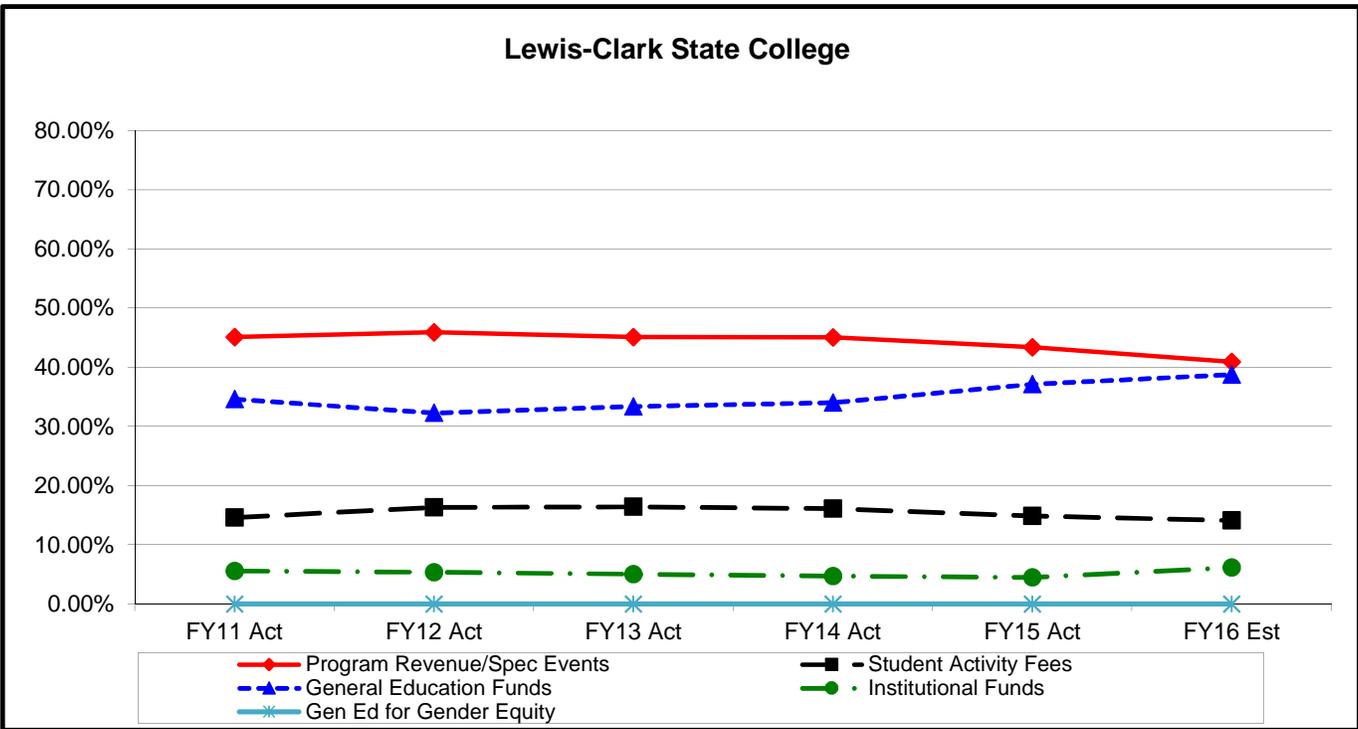
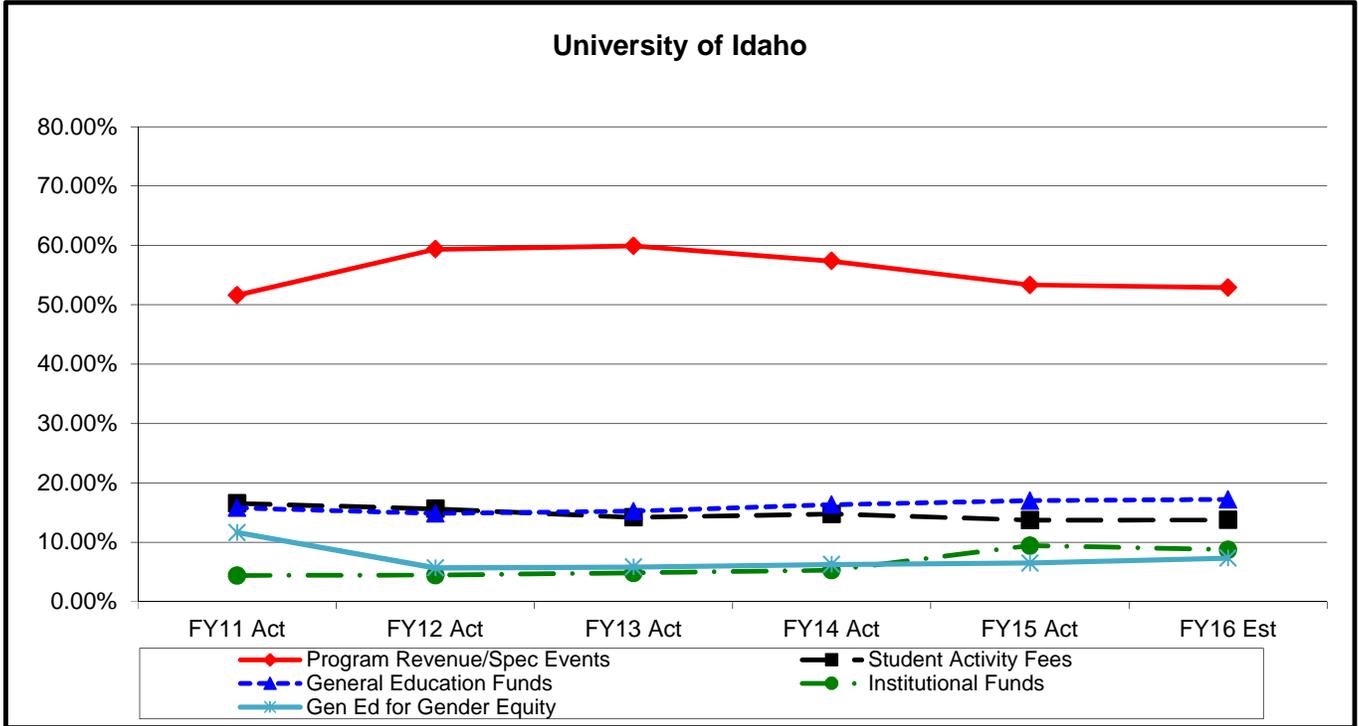
Intercollegiate Athletics Report

Revenue as a Percent of Total Revenue by Major Source



Intercollegiate Athletics Report

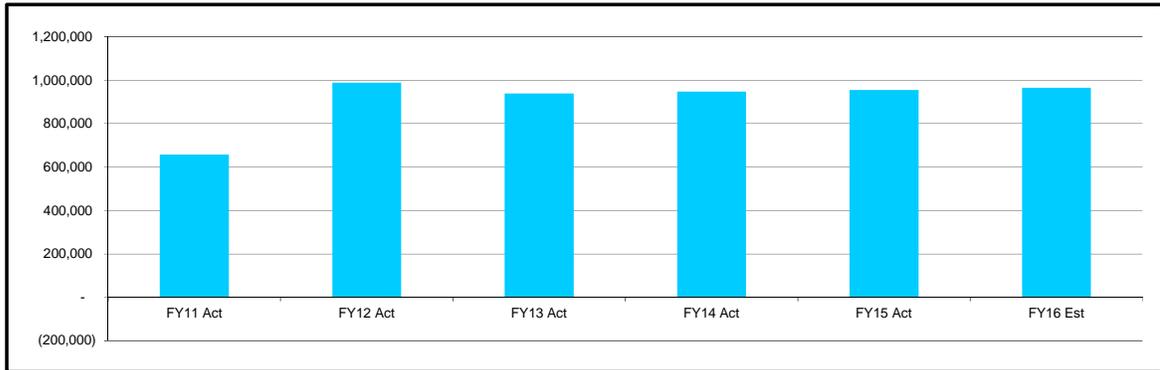
Revenue as a Percent of Total Revenue by Major Source



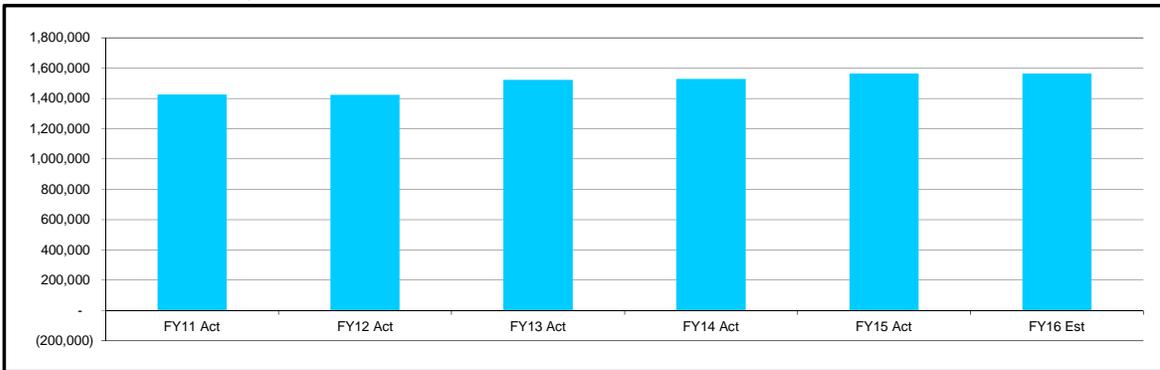
Intercollegiate Athletic Report

Fiscal Year Ending Fund Balance for Athletic Program by Institution

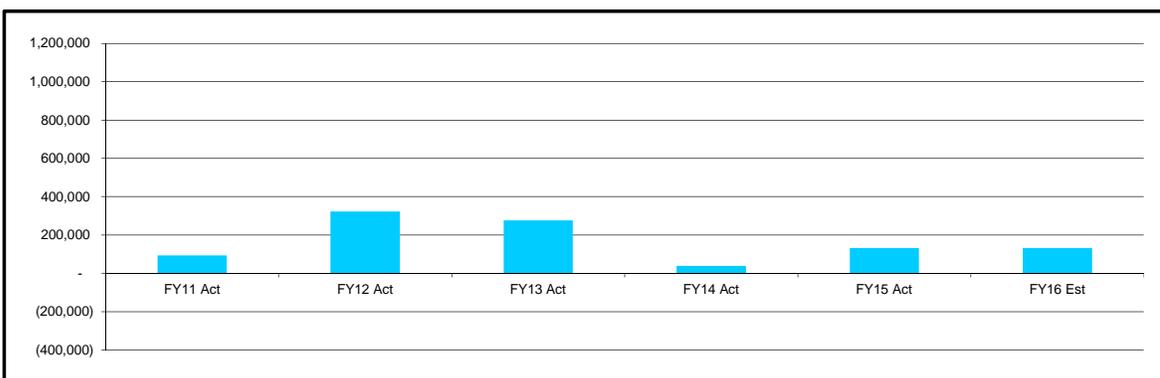
Boise State University



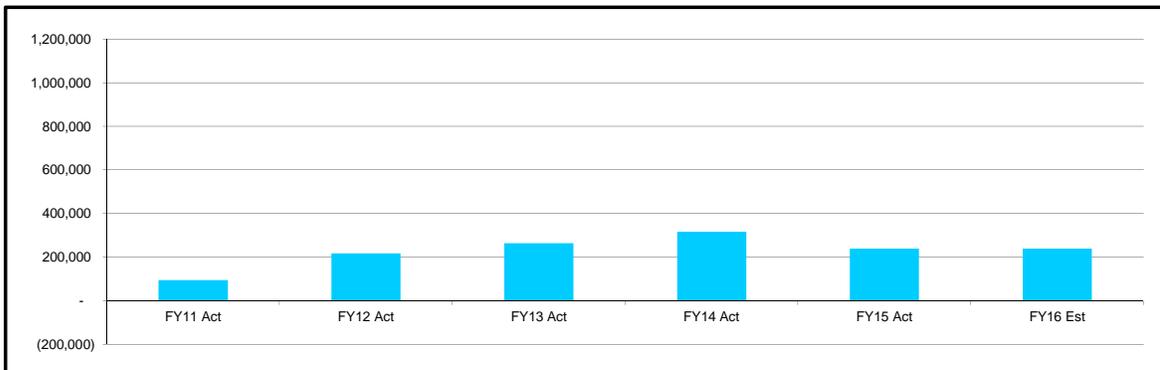
Idaho State University



University of Idaho



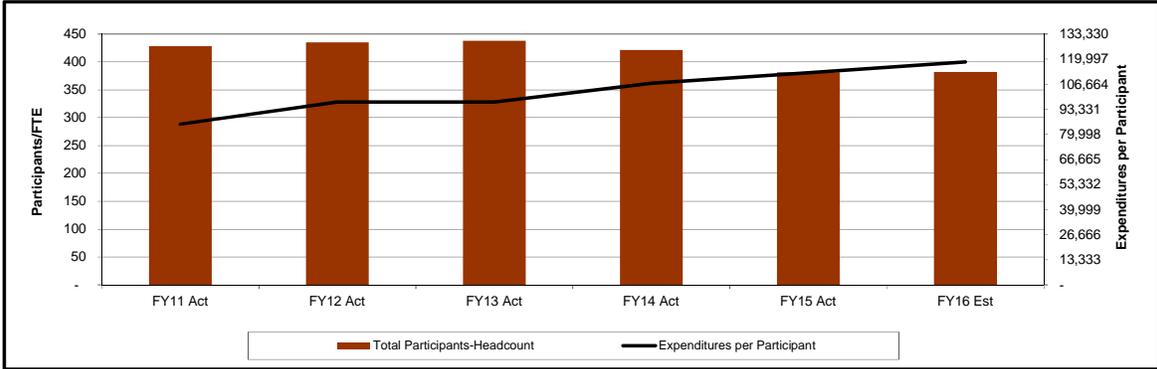
Lewis-Clark State College



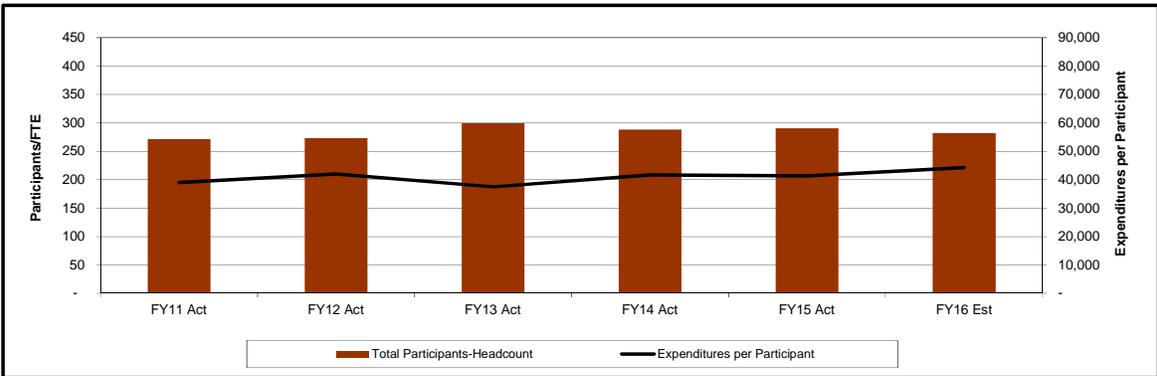
Intercollegiate Athletic Report

Athletic Expenditures by Participant Headcount

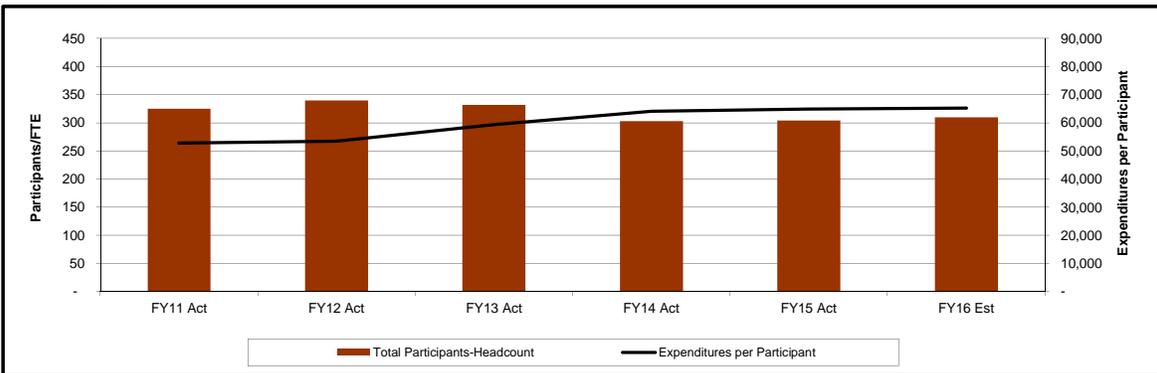
Boise State University



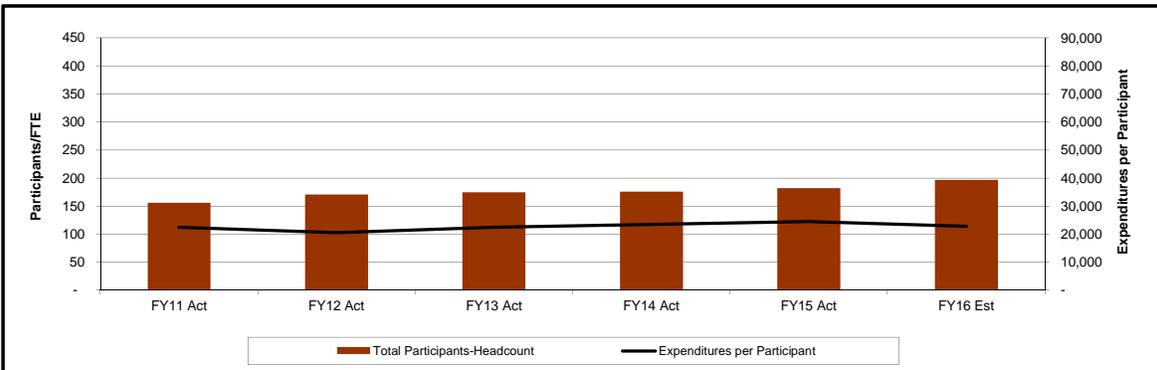
Idaho State University



University of Idaho



Lewis-Clark State College



**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Boise State University**

Revenues/Expend/Fund Balance	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):								
2 Program Revenue:								
3 Ticket Sales	7,615,697	8,306,921	8,309,461	8,564,574	8,057,822	7,236,613	-10.2%	-1.0%
4 Game Guarantees	1,500,000	2,287,500	1,575,000	667,000	1,642,000	505,000	-69.2%	-19.6%
5 Contributions	9,594,181	9,261,601	11,142,524	11,050,335	4,004,671	11,860,071	196.2%	4.3%
6 NCAA/Conference/Tournaments	1,298,910	3,782,335	3,335,018	4,725,927	6,728,820	5,434,656	-19.2%	33.1%
7 TV/Radio/Internet Rights	140,598	64,249	39,095	1,691	1,747	-	-100.0%	-100.0%
8 Program/Novelty Sales, 9 Concessions, Parking	945,438	1,030,353	1,044,473	1,052,770	988,290	862,937	-12.7%	-1.8%
10 Royalty, Advertisement, Sponsorship	3,612,480	3,668,995	3,780,877	4,677,489	4,525,661	5,301,301	17.1%	8.0%
11 Endowment/Investment Income	-	-	-	-	-	-	-	-
12 Other	880,479	3,057,533	1,654,680	2,581,945	1,910,813	1,328,113	-30.5%	8.6%
13 Total Program Revenue	25,587,783	31,459,487	30,881,128	33,321,731	27,859,824	32,528,691	16.8%	11.1%
14 Non-Program Revenue:								
15 NCAA/Bowl/World Series	524,641	385,201	213,059	37,401	2,717,455	29,750	-98.9%	-43.7%
16 Student Activity Fees	3,151,147	3,227,977	3,293,399	3,416,104	3,506,729	3,464,390	-1.2%	1.9%
17 General Education Funds	2,211,077	2,214,700	2,424,400	2,515,800	2,687,152	2,669,634	-0.7%	3.8%
18 GenEd Funds for Gender Eq.	976,872	976,872	976,872	1,109,700	1,178,500	1,178,600	0.0%	3.8%
19 Institutional Funds	346,600	346,600	386,100	406,400	430,200	430,200	0.0%	4.4%
20 Subtotal State/Inst. Support	3,534,549	3,538,172	3,787,372	4,031,900	4,295,852	4,278,434	-0.4%	3.9%
21 Total Non-Program Revenue	7,210,337	7,151,350	7,293,830	7,485,405	10,520,036	7,772,574	-26.1%	1.5%
22 Subtotal Operating Revenue:	32,798,120	38,610,837	38,174,958	40,807,136	38,379,860	40,301,265	5.0%	4.2%
23 Non-Cash Revenue								
24 Third Party Support	-	-	-	-	-	-	-	-
25 Indirect Institutional Support	1,822,713	1,828,871	2,016,485	1,974,714	2,074,162	2,373,275	14.4%	5.4%
26 Non-Cash Revenue	-	-	-	-	-	-	-	-
27 Non-Resident Tuition Waivers	1,983,889	2,210,648	2,373,316	2,351,983	2,550,790	2,607,900	2.2%	5.6%
28 Subtotal Non-Cash Revenue	3,806,602	4,039,519	4,389,801	4,326,697	4,624,952	4,981,175	7.7%	5.5%
29 Total Revenue:	36,604,722	42,650,356	42,564,759	45,133,833	43,004,812	45,282,440	5.3%	4.3%
30								
31 Expenditures:								
32 Operating Expenditures:								
33 Athletics Student Aid	3,865,115	4,126,419	4,412,782	4,574,395	4,907,225	5,893,661	20.1%	8.8%
34 Guarantees	597,500	633,314	650,651	770,946	679,357	962,000	41.6%	10.0%
35 Coaching Salary/Benefits	7,910,123	8,169,987	9,174,828	9,551,342	8,636,698	9,360,286	8.4%	3.4%
36 Admin Staff Salary/Benefits	4,786,700	5,021,919	5,022,466	5,043,009	5,408,050	5,730,218	6.0%	3.7%
37 Fringe Benefits/Severance Payments	-	-	-	-	-	0	-	-
38 Recruiting	383,327	411,603	446,068	588,969	593,491	432,092	-27.2%	2.4%
39 Team Travel	2,061,440	2,163,971	2,537,997	2,242,217	2,731,691	2,537,579	-7.1%	4.2%
40 Equipment, Uniforms and Supplies	1,188,767	1,430,251	1,384,106	1,732,599	2,093,235	1,260,756	-39.8%	1.2%
41 Game Expenses	1,642,127	1,790,666	1,331,753	1,685,148	1,411,630	1,349,350	-4.4%	-3.9%
42 Fund Raising, Marketing, Promotion	389,355	337,076	333,068	335,124	295,851	224,961	-24.0%	-10.4%
43 Direct Facilities/Maint/Rentals	4,430,381	8,520,267	4,780,139	5,383,629	2,282,819	3,281,010	43.7%	-5.8%
44 Debt Service on Facilities	3,360,608	3,383,251	4,399,874	4,305,383	4,899,887	5,602,088	14.3%	10.8%
45 Spirit Groups	118,297	185,101	121,422	175,748	268,071	146,999	-45.2%	4.4%
46 Medical Expenses & Insurance	125,596	134,805	184,118	750,743	1,215,108	1,196,057	-1.6%	56.9%
47 Memberships & Dues	479,800	488,816	524,793	666,757	675,684	770,803	14.1%	9.9%
48 NCAA/Special Event/Bowls	497,587	375,967	235,915	(32,683)	975,055	15,750	-98.4%	-49.9%
49 Other Operating Expenses	935,819	1,107,465	2,683,625	3,025,077	1,299,539	1,527,644	17.6%	10.3%
50 Subtotal Operating Expenditures	32,772,542	38,280,878	38,223,605	40,798,403	38,373,391	40,291,254	5.0%	4.2%
51 Non-Cash Expenditures								
52 3rd Party Coaches Compensation	0	0	0	0	0	0		#NUM!
53 3rd Party Admin Staff Compensation	-	-	-	-	-	-	-	-
54 Indirect Facilities & Admin Support	1,822,713	1,828,871	2,016,485	1,974,714	2,074,162	2,373,275	14.4%	5.4%
55 Non-Cash Expense	-	-	-	-	-	-	-	-
56 Non-Resident Tuition Waivers	1,983,889	2,210,648	2,373,316	2,351,983	2,550,790	2,607,900	2.2%	5.6%
57 Subtotal Non-Cash Expenditures	3,806,602	4,039,519	4,389,801	4,326,697	4,624,952	4,981,175	7.7%	5.5%
58 Total Expenditures:	36,579,144	42,320,397	42,613,406	45,125,100	42,998,343	45,272,429	5.3%	4.4%
59								
60 Net Income/(deficit)	25,578	329,959	(48,647)	8,733	6,469	10,011	54.8%	
61								
62 Ending Fund Balance 6/30	657,554	987,513	938,866	947,599	954,068	964,079	1.0%	
63								
64 Sport Camps & Clinics								
65 Revenue	886,724	755,194	678,940	684,506	577,280	400,000	-30.7%	-14.7%
66 Coach Compensation from Camp	196,637	342,655	282,486	209,423	245,670	150,000	-38.9%	-5.3%
67 Camp Expenses	517,499	509,173	499,941	482,972	486,093	250,000	-48.6%	-13.5%
68 Total Expenses	714,136	851,828	782,427	692,395	731,763	400,000	-45.3%	-10.9%
69 Net Income from Camps	172,588	(96,634)	(103,487)	(7,889)	(154,483)	0	-100.0%	-100.0%

1 YR Ave Ann

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Boise State University**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	% Chg	% Chg
1 General Revenue:								
2 Student Fees	3,151,147	3,227,977	3,293,399	3,416,104	3,506,729	3,464,390	-1.2%	1.9%
3 Contributions	9,594,182	9,261,601	11,142,524	11,050,335	4,004,671	11,860,071	196.2%	4.3%
4 State Support	2,211,077	2,214,700	2,424,400	2,515,800	2,687,152	2,669,634	-0.7%	3.8%
5 Institutional Gender Equity	976,872	976,872	976,872	1,109,700	1,178,500	1,178,600	0.0%	3.8%
6 Institutional Support	346,600	346,600	386,100	406,400	430,200	430,200	0.0%	4.4%
7 NCAA/Conference	1,298,910	3,782,335	3,335,018	4,725,927	6,728,820	5,434,656	-19.2%	33.1%
8 TV/Radio/Internet	140,598	64,249	39,095	1,691	1,747	-	-100.0%	-100.0%
9 Concessions/program/etc.	945,438	1,030,353	1,044,473	1,052,770	988,290	862,937	-12.7%	-1.8%
10 Advertising/sponsorship/Royalty	3,612,480	3,668,995	3,780,877	4,677,489	4,525,661	5,301,301	17.1%	8.0%
11 Endowments	-	-	-	-	-	-	-	-
12 NCAA/Special Event/Bowls	524,641	385,201	213,059	37,401	2,717,455	29,750	-98.9%	-43.7%
13 Other	880,479	3,057,533	1,654,680	2,581,945	1,910,813	1,328,113	-30.5%	8.6%
14 Total General Revenue	23,682,424	28,016,416	28,290,497	31,575,562	28,680,038	32,559,652	13.5%	6.6%
15 Revenue By Sport:								
16 Men's Programs:								
17 Football								
18 Ticket Sales	7,009,544	7,550,296	7,537,204	7,470,941	7,021,903	6,325,566	-9.9%	-2.0%
19 Game Guarantees	1,450,000	2,201,000	1,575,000	575,000	1,350,000	425,000	-68.5%	-21.8%
20 Other (Tourn/Bowl/Conf)	-	-	-	-	-	-	-	-
21 Basketball								
22 Ticket Sales	526,157	620,293	653,494	963,751	906,524	858,672	-5.3%	10.3%
23 Game Guarantees	50,000	85,000	-	90,000	275,000	80,000	-	-
24 Other (Tourn/Bowl/Conf)	-	-	-	-	-	-	-	-
25 Track & Field/Cross Country	3,274	5,038	4,544	5,655	4,515	3,634	-19.5%	2.1%
26 Wrestling	28,706	41,361	18,559	7,892	13,009	6,056	-53.4%	-26.7%
27 Total Men's Sport Revenue	9,067,681	10,502,988	9,788,801	9,113,239	9,570,951	7,698,928	-19.6%	-3.2%
28 Women's Programs								
29 Volleyball								
30 Ticket Sales	4,729	6,280	6,565	6,840	6,521	5,249	-19.5%	2.1%
31 Game Guarantees	-	-	-	-	-	-	-	-
32 Other (Tourn/Bowl/Conf)	-	-	-	-	-	-	-	-
33 Basketball								
34 Ticket Sales	20,367	53,907	57,286	77,268	73,457	12,000	-83.7%	-10.0%
35 Game Guarantees	-	-	-	-	15,000	-	-	-
36 Other (Tourn/Bowl/Conf)	-	-	-	-	-	-	-	-
37 Track & Field/Cross Country	3,274	5,158	4,544	5,815	4,515	3,634	-19.5%	2.1%
38 Gymnastics	7,276	9,662	10,098	10,523	12,032	8,075	-32.9%	2.1%
39 Soccer	7,276	9,662	10,098	10,523	10,033	8,075	-19.5%	2.1%
40 Softball	5,093	6,764	7,069	7,366	7,313	5,652	-22.7%	2.1%
41 Total Women's Sport Rev	48,015	91,433	95,660	118,335	128,871	42,685	-66.9%	-2.3%
42 Total Revenue	32,798,120	38,610,837	38,174,958	40,807,136	38,379,860	40,301,265	5.0%	4.2%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Boise State University**

Expenditures by Admin/Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 zR % Chg	Ave Ann % Chg
43 Administrative and General								
44 Athletic Director Office	1,486,160	2,151,763	1,891,453	2,296,044	2,702,251	3,100,245	14.7%	15.8%
45 Fund Raising Office	1,175,263	626,932	705,861	724,272	492,800	471,027	-4.4%	-16.7%
46 Academic Support	963,391	1,052,068	1,086,948	1,087,742	1,286,857	1,102,963	-14.3%	2.7%
47 Media Relations	261,561	265,624	308,093	322,708	385,425	394,060	2.2%	8.5%
48 Marketing and Promotions	809,449	445,782	473,848	489,248	395,055	547,020	38.5%	-7.5%
49 Ticket Office	291,231	353,820	359,720	353,362	419,502	385,051	-8.2%	5.7%
50 Athletic Training Room	590,457	646,873	643,210	724,540	817,842	843,958	3.2%	7.4%
51 Memberships and Dues	479,800	488,816	524,793	666,219	675,684	770,803	14.1%	9.9%
52 Facilities Mtn & Debt Service	5,051,465	5,427,987	6,313,573	6,343,444	7,092,433	8,337,994	17.6%	10.5%
53 Capital Improvements	3,832,545	7,187,002	3,407,304	3,943,529	733,929	1,533,000	108.9%	-16.7%
54 NCAA/Special Event/Bowls	497,587	375,967	216,747	(32,683)	975,055	15,750	-98.4%	-49.9%
55 Other Miscellaneous	1,444,657	2,582,069	4,600,164	3,393,193	3,714,028	3,886,611	4.6%	21.9%
56 Total Admin & General	16,883,566	21,604,703	20,531,714	20,311,618	19,690,861	21,388,482	8.6%	4.8%
57								
58 Men's Programs:								
59 Football	7,834,316	8,537,612	9,200,026	11,523,144	8,839,739	9,026,052	2.1%	2.9%
60 Basketball	1,926,002	1,729,154	1,757,700	1,978,592	2,382,311	2,116,770	-11.1%	1.9%
61 Track & Field/Cross Country	486,153	503,319	468,870	469,221	562,961	611,686	8.7%	4.7%
62 Tennis	345,771	355,193	324,282	320,856	384,425	354,777	-7.7%	0.5%
63 Wrestling	433,774	486,327	486,511	448,655	460,760	526,030	14.2%	3.9%
64 Golf	180,976	186,419	230,737	247,013	267,479	209,170	-21.8%	2.9%
65 Total Men's Programs	11,206,992	11,798,024	12,468,126	14,987,481	12,897,675	12,844,485	-0.4%	2.8%
66								
67 Women's Programs								
68 Volleyball	528,957	584,346	576,637	577,478	615,567	685,232	11.3%	5.3%
69 Basketball	1,028,579	1,063,506	1,152,429	1,249,635	1,335,838	1,417,367	6.1%	6.6%
70 Track & Field/Cross Country	554,851	591,738	551,227	550,822	660,866	719,156	8.8%	5.3%
71 Tennis	245,434	167,725	291,020	304,029	343,943	355,442	3.3%	7.7%
72 Gymnastics	481,154	512,089	546,568	575,965	611,861	617,771	1.0%	5.1%
73 Golf	192,740	205,041	247,327	270,659	282,466	242,770	-14.1%	4.7%
74 Soccer	557,972	573,723	556,114	650,195	624,530	638,972	2.3%	2.7%
75 Softball	526,695	560,874	600,892	583,781	627,608	697,961	11.2%	5.8%
76 Swimming	565,602	619,109	701,551	736,740	682,176	683,616	0.2%	3.9%
77 Total Women's Programs	4,681,984	4,878,151	5,223,765	5,499,304	5,784,855	6,058,287	4.7%	5.3%
78								
79 Total Expenditures	32,772,542	38,280,878	38,223,605	40,798,403	38,373,391	40,291,254	5.0%	4.2%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Boise State University**

Participants by Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
80 Men's Programs:								
81 Football	112	108	105	111	107	110	2.8%	-0.4%
82 Basketball	16	16	14	16	16	16	0.0%	0.0%
83 Track & Field/Cross Country	45	54	53	42	28	28	0.0%	-9.1%
84 Tennis	11	10	11	10	8	10	25.0%	-1.9%
85 Wrestling	32	28	34	34	33	32	-3.0%	0.0%
86 Golf	8	9	8	9	10	11	10.0%	6.6%
87 Total Male Participation	224	225	225	222	202	207	2.5%	-1.6%
88 Women's Programs								
89 Volleyball	17	18	15	16	14	15	7.1%	-2.5%
90 Basketball	14	14	16	16	16	15	-6.3%	1.4%
91 Track & Field/Cross Country	62	68	63	49	36	36	0.0%	-10.3%
92 Tennis	7	8	11	10	9	9	0.0%	5.2%
93 Gymnastics	18	16	15	16	16	16	0.0%	-2.3%
94 Golf	9	8	9	9	9	10	11.1%	2.1%
95 Soccer	28	31	35	32	27	25	-7.4%	-2.2%
96 Softball	21	20	24	24	25	24	-4.0%	2.7%
97 Swimming	28	27	25	27	27	25	-7.4%	-2.2%
98 Total Female Participation	204	210	213	199	179	175	-2.2%	-3.0%
99 Total Participants	428	435	438	421	381	382	0.3%	-2.2%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Boise State University**

		FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)									
100	Men's Programs:								
101	Football	67.0	63.0	82.0	82.0	85.0	85.0	0.0%	4.9%
102	Basketball	13.0	13.0	13.0	13.0	13.0	13.0	0.0%	0.0%
103	Track & Field/Cross Country	2.0	1.0	0.0	0.0	7.0	4.0		14.9%
104	Tennis	2.0	2.0	1.0	2.0	1.0	1.0	0.0%	-12.9%
105	Wrestling	0.0	2.0	2.0	2.0	0.0	0.0	#DIV/0!	#NUM!
106	Golf	1.0	0.0	1.0	0.0	0.0	0.0		
107	Subtotal	85.0	81.0	99.0	99.0	106.0	103.0	-2.8%	3.9%
108	Women's Programs								
109	Volleyball	11.0	12.0	11.0	12.0	12.0	12.0	0.0%	1.8%
110	Basketball	13.0	13.0	15.0	15.0	15.0	15.0	0.0%	2.9%
111	Track & Field/Cross Country	3.0	3.0	0.0	3.0	5.0	4.0		5.9%
112	Tennis	5.0	5.0	8.0	8.0	8.0	8.0	0.0%	9.9%
113	Gymnastics	11.0	12.0	11.0	11.0	12.0	12.0	0.0%	1.8%
114	Golf	1.0	1.0	1.0	1.0	1.0	1.0	0.0%	
115	Soccer	2.0	2.0	2.0	1.0	1.0	1.0	0.0%	-12.9%
116	Softball	1.0	1.0	2.0	5.0	1.0	1.0	0.0%	0.0%
117	Swimming	2.0	2.0	1.0	0.0	0.0	0.0		-100.0%
118	Subtotal	49.0	51.0	51.0	56.0	55.0	54.0	-1.8%	2.0%
119	Total Scholarships	134.0	132.0	150.0	155.0	161.0	157.0	-2.5%	3.2%
120	Partial Scholarships by Sport (FTE)								
121	Men's Programs:								
122	Football	12.64	15.20	0.00	0.00	0.00	0.00		-100.0%
123	Basketball	0.00	0.00	0.00	0.00	0.00	0.00		#NUM!
124	Track & Field/Cross Country	10.39	10.38	9.89	8.95	4.53	8.04	77.5%	-5.0%
125	Tennis	2.64	2.50	3.89	2.50	3.47	3.50	0.9%	5.8%
126	Wrestling	8.30	7.30	7.21	7.70	9.12	9.12	0.0%	1.9%
127	Golf	4.09	3.42	2.85	3.20	4.40	4.40	0.0%	1.5%
128	Subtotal	38.06	38.80	23.84	22.35	21.52	25.06	16.4%	-8.0%
129	Women's Programs								
130	Volleyball	0.92	0.00	0.00	0.00	0.00	0.00		-100.0%
131	Basketball	0.78	0.78	0.00	0.00	0.00	0.00		-100.0%
132	Track & Field/Cross Country	12.17	12.26	13.79	10.72	11.14	11.92	7.0%	-0.4%
133	Tennis	1.21	0.00	0.00	0.00	0.00	0.00		-100.0%
134	Gymnastics	0.87	0.00	1.00	0.00	0.00	0.00		-100.0%
135	Golf	3.94	4.38	4.99	4.50	4.18	4.70	12.4%	3.6%
136	Soccer	8.72	10.53	11.85	12.43	11.69	12.29	5.1%	7.1%
137	Softball	9.72	10.35	10.69	8.24	10.62	10.74	1.1%	2.0%
138	Swimming	11.79	11.91	12.71	12.39	11.83	11.43	-3.4%	-0.6%
139	Subtotal	50.12	50.21	55.03	48.28	49.46	51.08	3.3%	0.4%
140	Total Scholarships	88.18	89.01	78.87	70.63	70.98	76.14	7.3%	-2.9%

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**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Idaho State University**

Revenues/Expend/Fund Balance	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue:								
2 Program Revenue:								
3 Ticket Sales	222,452	326,481	239,520	243,761	306,826	274,475	-10.5%	4.3%
4 Game Guarantees	1,179,000	1,099,500	1,372,700	1,256,000	1,135,500	1,367,500	20.4%	3.0%
5 Contributions	379,301	359,422	406,803	434,592	278,228	492,951	77.2%	5.4%
6 NCAA/Conference/Tournaments	606,968	664,303	601,037	590,406	683,380	612,053	-10.4%	0.2%
7 TV/Radio/Internet Rights	4,782	9,199	13,923	9,293	14,090	4,000	-71.6%	-3.5%
8 Program/Novelty Sales, 9 Concessions, Parking	17,000	17,000	17,000	17,000	17,000	17,000	0.0%	0.0%
10 Royalty, Advertisement, Sponsorship	499,071	767,784	410,155	538,712	489,341	500,000	2.2%	0.0%
11 Endowment/Investment Income	30,650	23,140	17,851	18,314	18,996	20,024	5.4%	-8.2%
12 Other	63,821	643,142	228,407	814,504	268,758	170,535	-36.5%	21.7%
13 Total Program Revenue	3,003,045	3,909,971	3,307,396	3,922,582	3,212,119	3,458,538	7.7%	2.9%
14 Non-Program Revenue:								
15 NCAA/Bowl/World Series	3,240	36,458	11,670	18,130	0	0	#DIV/0!	-100.0%
16 Student Activity Fees	2,149,637	2,160,685	2,096,674	2,019,527	2,032,777	1,974,760	-2.9%	-1.7%
17 General Education Funds	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
18 GenEd Funds for Gender Eq.	721,500	646,500	707,700	734,400	780,000	803,500	3.0%	2.2%
19 Institutional Funds	424,628	485,100	516,700	568,900	852,200	879,700	3.2%	15.7%
20 Subtotal State/Inst. Support	3,360,828	3,346,300	3,648,800	3,819,100	4,304,100	4,435,400	3.1%	5.7%
21 Total Non-Program Revenue	5,513,705	5,543,443	5,757,144	5,856,757	6,336,877	6,410,160	1.2%	3.1%
22 Subtotal Operating Revenue	8,516,750	9,453,414	9,064,540	9,779,339	9,548,996	9,868,698	3.3%	3.0%
23 Non-Cash Revenue								
24 Third Party Support	41,271	37,389	26,863	74,500	60,000	70,000	16.7%	11.1%
25 Indirect Institutional Support	0	0	0	0	300,000	300,000		
26 Non-Cash Revenue	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
27 Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
28 Subtotal Non-Cash Revenue	2,091,368	2,003,793	2,236,394	2,230,522	2,459,545	2,610,334	6.1%	4.5%
29 Total Revenue:	10,608,118	11,457,207	11,300,934	12,009,861	12,008,541	12,479,032	3.9%	3.3%
30								
31 Expenditures								
32 Operating Expenditures:								
33 Athletics Student Aid	1,902,615	2,130,563	2,374,523	2,381,821	2,485,836	2,418,211	-2.7%	4.9%
34 Guarantees	59,406	61,257	50,187	96,520	113,519	126,000	11.0%	16.2%
35 Coaching Salary/Benefits	1,939,811	1,738,519	1,919,248	1,988,401	2,077,182	2,260,842	8.8%	3.1%
36 Admin Staff Salary/Benefits	1,462,165	1,392,011	1,359,902	1,366,454	1,398,248	1,492,659	6.8%	0.4%
37 Severance Payments	0	0	0	0	0	0		
38 Recruiting	194,743	204,478	190,156	197,269	216,125	230,000	6.4%	3.4%
39 Team Travel	872,386	941,467	1,140,313	979,415	970,845	980,000	0.9%	2.4%
40 Equipment, Uniforms and Supplies	311,693	326,594	308,236	307,809	370,269	405,000	9.4%	5.4%
41 Game Expenses	243,692	262,426	304,579	323,967	342,465	358,000	4.5%	8.0%
42 Fund Raising, Marketing, Promotion	168,456	130,733	108,336	166,561	196,093	198,000	1.0%	3.3%
43 Direct Facilities/Maint/Rentals	256,817	1,196,670	243,210	1,107,727	360,605	305,000	-15.4%	3.5%
44 Debt Service on Facilities	0	0	0	0	0	0		
45 Spirit Groups	57,628	0	0	0	0	0		-100.0%
46 Medical Expenses & Insurance	307,664	268,988	271,586	275,125	280,892	305,000	8.6%	-0.2%
47 Memberships & Dues	44,648	47,926	41,271	38,282	43,612	48,000	10.1%	1.5%
48 NCAA/Special Event/Bowls	3,240	30,314	23,789	15,735	0	0	#DIV/0!	-100.0%
49 Other Operating Expenses	635,043	724,547	628,896	528,959	658,191	741,986	12.7%	3.2%
50 Subtotal Operating Expenditures	8,460,007	9,456,493	8,964,232	9,774,045	9,513,882	9,868,698	3.7%	3.1%
51 Non-Cash Expenditures								
52 3rd Party Coaches Compensation	37,282	33,520	19,150	56,100	50,100	55,000	9.8%	8.1%
53 3rd Party Admin Staff Compensation	3,989	3,869	7,713	18,400	9,900	15,000	51.5%	30.3%
54 Indirect Facilities & Admin Support	0	0	0	0	300,000	300,000		
55 Non-Cash Expense	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
56 Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
57 Subtotal Non-Cash Expenditures	2,091,368	2,003,793	2,236,394	2,230,522	2,459,545	2,610,334	6.1%	4.5%
58 Total Expenditures:	10,551,375	11,460,286	11,200,626	12,004,567	11,973,427	12,479,032	4.2%	3.4%
59								
60 Net Income/(deficit)	56,743	(3,079)	100,308	5,294	35,114	0	-100.0%	
61								
62 Ending Fund Balance 6/30	1,425,380	1,422,301	1,522,609	1,527,903	1,563,017	1,563,017	0.0%	
63								
64 Sport Camps & Clinics								
65 Revenue	127,179	79,570	123,696	199,935	220,043	180,000	-18.2%	7.2%
66 Coach Compensation from Camp	65,387	37,109	30,300	76,250	109,384	72,000	-34.2%	1.9%
67 Camp Expenses	76,190	54,692	63,112	116,974	112,958	108,000	-4.4%	7.2%
68 Total Expenses	141,577	91,801	93,412	193,224	222,342	180,000	-19.0%	4.9%
69 Net Income from Camps	-14,398	-12,231	30,284	6,711	-2,299	0	-100.0%	-100.0%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Idaho State University**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 General Revenue:								
2 Student Fees	2,149,637	2,160,685	2,096,674	2,019,527	2,032,777	1,974,760	-2.9%	-1.7%
3 Contributions	379,301	359,422	406,803	434,592	278,228	492,951	77.2%	5.4%
4 State Support	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
5 Institutional Gender Equity	721,500	646,500	707,700	734,400	780,000	803,500	3.0%	2.2%
6 Institutional Support	424,628	485,100	516,700	568,900	852,200	879,700	3.2%	15.7%
7 NCAA / Conference	606,968	664,303	601,037	590,406	683,380	612,053	-10.4%	0.2%
8 TV / Radio / Internet	4,782	9,199	13,923	9,293	14,090	4,000	-71.6%	-3.5%
9 Concessions / program / etc.	17,000	17,000	17,000	17,000	17,000	17,000	0.0%	0.0%
10 Advertising / sponsorship / Royalty	499,071	767,784	410,155	538,712	489,341	500,000	2.2%	0.0%
11 Endowments	30,650	23,140	17,851	18,314	18,996	20,024	5.4%	-8.2%
12 NCAA / Bowl / World Series	3,240	36,458	11,670	18,130	0	0	#DIV/0!	-100.0%
13 Other	63,821	643,142	228,407	814,504	268,758	170,535	-36.5%	21.7%
14 Total General Revenue	7,115,298	8,027,433	7,452,320	8,279,578	8,106,670	8,226,723	1.5%	2.9%
15 Revenue By Sport:								
16 Men's Programs:								
17 Football								
18 Ticket Sales	106,830	152,189	119,480	124,668	178,793	177,389	-0.8%	10.7%
19 Game Guarantees	725,000	720,000	970,000	850,000	650,000	915,500	40.8%	4.8%
20 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
21 Basketball								
22 Ticket Sales	77,955	86,292	64,367	72,511	62,055	52,000	-16.2%	-7.8%
23 Game Guarantees	368,000	328,000	322,200	325,000	410,000	375,000	-8.5%	0.4%
24 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
25 Track & Field/Cross Country	3,348	3,041	2,788	4,070	1,706	2,000	17.2%	-9.8%
26 Total Men's Sport Revenue	1,281,133	1,289,522	1,478,835	1,376,249	1,302,554	1,521,889	16.8%	3.5%
27 Women's Programs								
28 Volleyball								
29 Ticket Sales	4,307	3,781	7,433	7,094	29,481	10,195	-65.4%	18.8%
30 Game Guarantees	2,000	6,000	6,000	9,000	11,000	7,000	-36.4%	28.5%
31 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
32 Basketball								
33 Ticket Sales	22,812	76,425	31,107	28,446	27,150	25,500	-6.1%	2.3%
34 Game Guarantees	76,000	44,000	69,000	66,500	56,500	70,000	23.9%	-1.6%
35 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
36 Track & Field/Cross Country	3,347	3,042	2,788	4,070	1,706	2,000	17.2%	-9.8%
37 Soccer	8,853	3,211	15,057	4,403	5,935	5,391	-9.2%	-9.4%
38 Softball	3,000	0	2,000	4,000	8,000	0	-100.0%	
39 Total Women's Sport Rev	120,319	136,459	133,385	123,513	139,772	120,086	-14.1%	0.0%
40 Total Revenue	8,516,750	9,453,414	9,064,540	9,779,339	9,548,996	9,868,698	3.3%	3.0%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Idaho State University**

Expenditures by Admin/Sport		FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
41	Administrative and General								
42	Athletic Director Office	755,459	656,672	662,012	652,440	690,132	758,947	10.0%	0.1%
43	Fund Raising Office	190,175	199,881	202,266	199,423	202,336	224,459	10.9%	3.4%
44	Academics Support	251,903	241,055	225,644	232,721	275,549	231,570	-16.0%	-1.7%
45	Media Relations	191,580	181,473	170,857	184,726	193,012	191,610	-0.7%	0.0%
46	Marketing and Promotions	203,317	180,034	169,288	231,103	231,381	261,012	12.8%	5.1%
47	Ticket Office	0	0	0	0	0	0		
48	Athletic Training Room	276,060	267,815	264,165	289,745	305,815	320,334	4.7%	3.0%
49	Memberships and Dues	44,648	47,926	41,271	38,282	43,612	48,000	10.1%	1.5%
50	Facilities Mtn & Debt Service	85,000	85,000	85,000	85,000	85,000	85,000	0.0%	0.0%
51	Capital Improvements	0	0	0	0	0	0		
52	NCAA/Special Event/Bowls	0	30,314	23,789	15,735	0	0	#DIV/0!	
53	Other Miscellaneous	756,101	1,497,684	452,314	1,338,470	573,701	541,961	-5.5%	-6.4%
54	Total Admin & General	2,754,243	3,387,854	2,296,606	3,267,645	2,600,538	2,662,893	2.4%	-0.7%
55									
56	Men's Programs:								
57	Football	2,050,701	2,267,725	2,628,308	2,411,391	2,546,722	2,681,902	5.3%	5.5%
58	Basketball	907,169	867,162	858,299	930,597	955,680	962,691	0.7%	1.2%
59	Track & Field/Cross Country	276,797	308,489	306,057	327,114	356,759	380,860	6.8%	6.6%
60	Tennis	109,243	107,912	114,420	122,216	118,855	137,810	15.9%	4.8%
61	Golf	0	0	0	0	0	0		#NUM!
62	Total Men's Programs	3,343,910	3,551,288	3,907,084	3,791,318	3,978,016	4,163,263	4.7%	4.5%
63									
64	Women's Programs								
65	Volleyball	373,993	382,796	426,474	426,643	441,580	459,144	4.0%	4.2%
66	Basketball	631,067	703,770	787,033	744,981	850,469	814,629	-4.2%	5.2%
67	Track & Field/Cross Country	376,260	414,199	427,234	406,542	409,500	445,530	8.8%	3.4%
68	Tennis	132,909	138,800	163,441	178,699	176,808	199,071	12.6%	8.4%
69	Golf	108,037	120,128	134,937	99,068	127,268	139,004	9.2%	5.2%
70	Soccer	407,010	413,482	422,973	448,233	457,248	520,500	13.8%	5.0%
71	Softball	332,578	344,176	398,450	410,916	472,455	464,664	-1.6%	6.9%
72	Total Women's Programs	2,361,854	2,517,351	2,760,542	2,715,082	2,935,328	3,042,542	3.7%	5.2%
73									
74	Total Expenditures	8,460,007	9,456,493	8,964,232	9,774,045	9,513,882	9,868,698	3.7%	3.1%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Idaho State University**

Participants by Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
75 Men's Programs:								
76 Football	84	81	88	83	85	85	0.0%	0.2%
77 Basketball	15	14	15	14	14	15	7.1%	0.0%
78 Track & Field/Cross Country	39	36	47	46	45	43	-4.4%	2.0%
79 Tennis	8	9	8	7	7	8	14.3%	0.0%
80 Total Male Participation	146	140	158	150	151	151	0.0%	0.7%
81 Women's Programs								
82 Volleyball	13	13	13	15	14	14	0.0%	1.5%
83 Basketball	13	16	15	16	16	15	-6.3%	2.9%
84 Track & Field/Cross Country	38	42	51	50	50	40	-20.0%	1.0%
85 Tennis	10	11	10	9	8	8	0.0%	-4.4%
86 Golf	7	8	9	5	9	9	0.0%	5.2%
87 Soccer	28	26	24	24	24	28	16.7%	0.0%
88 Softball	16	17	19	19	18	17	-5.6%	1.2%
89 Total Female Participation	125	133	141	138	139	131	-5.8%	0.9%
90 Total Participants	271	273	299	288	290	282	-2.8%	0.8%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
Idaho State University**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)								
91 Men's Programs:								
92 Football	50.5	54.4	58.5	55.5	55.3	56.7	2.5%	2.3%
93 Basketball	13.0	10.5	11.0	12.0	12.5	13.0	4.0%	0.0%
94 Track & Field/Cross Country	2.0	1.0	0.0	0.0	0.0	0.0		-100.0%
95 Tennis	0.5	0.5	0.5	0.0	0.0	0.0		
96 Subtotal	66.0	66.4	70.0	67.5	67.8	69.7	2.8%	1.1%
97 Women's Programs								
98 Volleyball	12.0	12.0	12.0	12.0	12.0	12.0	0.0%	0.0%
99 Basketball	8.5	15.0	14.0	11.5	14.0	14.0	0.0%	10.5%
100 Track & Field/Cross Country	5.0	2.0	4.0	2.0	0.0	1.0	#DIV/0!	-27.5%
101 Tennis	4.0	3.0	5.0	5.5	6.0	5.0	-16.7%	4.6%
102 Golf	0.0	0.0	0.0	0.0	1.0	1.0		
103 Soccer	2.0	1.0	2.0	3.0	2.0	4.0	100.0%	14.9%
104 Softball	0.0	1.0	3.0	3.0	4.0	7.0	75.0%	
105 Subtotal	31.5	34.0	40.0	37.0	39.0	44.0	12.8%	6.9%
106 Total Scholarships	97.5	100.4	110.0	104.5	106.8	113.7	6.5%	3.1%
Partial Scholarships by Sport (FTE)								
107 Men's Programs:								
109 Football	3.44	4.66	8.35	7.19	6.29	4.30	-31.6%	4.6%
110 Basketball	0.00	0.00	0.00	0.00	0.00	0.00		#NUM!
111 Track & Field/Cross Country	8.54	11.14	12.49	11.85	12.30	11.85	-3.7%	6.8%
112 Tennis	3.53	3.31	3.87	3.94	3.38	4.04	19.5%	2.7%
113 Subtotal	15.51	19.11	24.71	22.98	21.97	20.19	-8.1%	5.4%
114 Women's Programs								
115 Volleyball	0.00	0.00	0.00	0.00	0.00	0.00		
116 Basketball	2.04	0.00	0.68	1.57	0.00	0.00	#DIV/0!	-100.0%
117 Track & Field/Cross Country	12.92	13.82	13.25	15.23	14.36	14.56	1.4%	2.4%
118 Tennis	1.87	3.53	1.66	1.73	1.10	2.45	122.7%	5.6%
119 Golf	3.31	4.08	3.76	2.29	3.18	3.65	14.8%	2.0%
120 Soccer	9.16	10.54	11.89	10.53	11.03	8.76	-20.6%	-0.9%
121 Softball	8.31	8.69	8.55	8.42	7.02	3.75	-46.6%	-14.7%
122 Subtotal	37.61	40.66	39.79	39.77	36.69	33.17	-9.6%	-2.5%
123 Total Scholarships	53.12	59.77	64.50	62.75	58.66	53.36	-9.0%	0.1%

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**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
University of Idaho**

<u>Revenues/Expend/Fund Balance</u>	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):								
2 Program Revenue:								
3 Ticket Sales	1,077,791	582,445	754,828	791,987	632,751	518,000	-18.1%	-13.6%
4 Game Guarantees	1,063,980	2,223,592	2,490,000	3,344,000	1,785,000	2,238,600	25.4%	16.0%
5 Contributions	2,084,036	3,122,067	968,869	2,354,911	3,173,170	2,300,000	-27.5%	2.0%
6 NCAA/Conference/Tournaments	2,004,216	1,531,635	3,983,478	834,318	1,531,933	1,914,700	25.0%	-0.9%
7 TV/Radio/Internet Rights	50,000	50,000	50,000	75,000	175,413	75,000	-57.2%	8.4%
8 Program/Novelty Sales, 9 Concessions, Parking	36,037	35,531	25,388	25,708	22,094	26,950	22.0%	-5.6%
10 Royalty, Advertisement, Sponsorship	385,041	716,948	602,221	736,100	416,690	735,000	76.4%	13.8%
11 Endowment/Investment Income	231,743	221,350	218,262	419,243	369,438	371,000	0.4%	9.9%
12 Other	297,993	367,527	449,381	251,019	279,998	280,000	0.0%	-1.2%
13 Total Program Revenue	7,230,837	8,851,095	9,542,427	8,832,286	8,386,487	8,459,250	0.9%	3.2%
14 Non-Program Revenue:								
15 NCAA/Bowl/World Series	0	0	0	0	0	0		
16 Student Activity Fees	2,317,147	2,330,453	2,261,190	2,269,389	2,158,920	2,201,850	2.0%	-1.0%
17 General Education Funds	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
18 GenEd Funds for Gender Eq.	1,632,885	846,560	926,660	961,600	1,021,300	1,172,000	14.8%	-6.4%
19 Institutional Funds	617,506	666,530	772,100	812,800	1,485,400	1,399,700	-5.8%	17.8%
20 Subtotal State/Inst. Support	4,465,091	3,727,790	4,123,160	4,290,200	5,178,600	5,323,900	2.8%	3.6%
21 Total Non-Program Revenue	6,782,238	6,058,243	6,384,350	6,559,589	7,337,520	7,525,750	2.6%	2.1%
22 Subtotal Operating Revenue:	14,013,075	14,909,338	15,926,777	15,391,875	15,724,007	15,985,000	1.7%	2.7%
23 Non-Cash Revenue								
24 Third Party Support	381,000	402,300	422,300	448,650	442,000	442,000	0.0%	3.0%
25 Indirect Institutional Support	354,418	394,510	448,831	495,585	620,205	620,000	0.0%	11.8%
26 Non-Cash Revenue	457,572	462,539	536,710	542,077	435,015	450,000	3.4%	-0.3%
27 Non-Resident Tuition Waivers	2,160,805	2,267,708	2,338,347	2,326,282	2,625,752	2,750,000	4.7%	4.9%
28 Subtotal Non-Cash Revenue	3,353,795	3,527,057	3,746,188	3,812,594	4,122,972	4,262,000	3.4%	4.9%
29 Total Revenue:	17,366,870	18,436,395	19,672,965	19,204,469	19,846,979	20,247,000	2.0%	3.1%
30								
31 Expenditures:								
32 Operating Expenditures:								
33 Athletics Student Aid	2,956,509	3,138,547	3,267,270	3,169,167	3,321,334	3,661,829	10.3%	4.4%
34 Guarantees	313,905	275,132	318,099	807,373	220,492	482,200	118.7%	9.0%
35 Coaching Salary/Benefits	2,716,981	2,773,965	3,127,423	2,805,591	2,746,634	3,117,041	13.5%	2.8%
36 Admin Staff Salary/Benefits	1,887,726	1,842,975	2,100,144	2,016,005	2,124,220	2,240,004	5.5%	3.5%
37 Severance Payments	0	78,655	0	0	0	0		#NUM!
38 Recruiting	367,071	494,417	616,004	387,576	460,930	358,030	-22.3%	-0.5%
39 Team Travel	1,913,014	1,958,530	2,385,190	2,191,881	2,478,247	2,141,110	-13.6%	2.3%
40 Equipment, Uniforms and Supplies	446,713	528,876	635,019	556,167	627,871	543,891	-13.4%	4.0%
41 Game Expenses	590,233	602,474	626,400	650,815	644,768	641,056	-0.6%	1.7%
42 Fund Raising, Marketing, Promotion	231,482	300,925	515,422	385,136	233,858	244,136	4.4%	1.1%
43 Direct Facilities/Maint/Rentals	64,870	283,229	158,841	68,292	54,825	19,500	-64.4%	-21.4%
44 Debt Service on Facilities	0	0	0	0	59,051	0		
45 Spirit Groups	0	0	0	0	2,500	0		
46 Medical Expenses & Insurance	338,615	368,250	257,327	339,813	413,428	388,580	-6.0%	2.8%
47 Memberships & Dues	414,258	419,515	421,794	274,062	782,691	644,100	-17.7%	9.2%
48 NCAA/Special Event/Bowls	0	0	0	0	0	0		
49 Other Operating Expenses	1,556,252	1,614,008	1,766,173	2,080,750	1,459,909	1,503,523	3.0%	-0.7%
50 Subtotal Operating Expenditures	13,797,629	14,679,498	16,195,106	15,732,628	15,630,758	15,985,000	2.3%	3.0%
51 Non-Cash Expenditures								
52 3rd Party Coaches Compensation	363,500	384,800	404,800	433,650	427,000	427,000	0.0%	3.3%
53 3rd Party Admin Staff Compensation	17,500	17,500	17,500	15,000	15,000	15,000	0.0%	-3.0%
54 Indirect Facilities & Admin Support	354,418	394,510	448,831	495,585	620,205	620,000	0.0%	11.8%
55 Non-Cash Expense	457,572	462,539	315,001	439,631	435,015	450,000	3.4%	-0.3%
56 Non-Resident Tuition Waivers	2,160,805	2,267,708	2,338,347	2,326,282	2,625,752	2,750,000	4.7%	4.9%
57 Subtotal Non-Cash Expenditures	3,353,795	3,527,057	3,524,479	3,710,148	4,122,972	4,262,000	3.4%	4.9%
58 Total Expenditures:	17,151,424	18,206,555	19,719,585	19,442,776	19,753,730	20,247,000	2.5%	3.4%
59								
60 Net Income/(deficit)	215,446	229,840	(46,620)	(238,307)	93,249	0	-100.0%	
61								
62 Ending Fund Balance 6/30	93,284	323,124	276,504	38,197	131,446	131,446	0.0%	
63								
64 Sport Camps & Clinics								
65 Revenue	178,433	147,818	125,150	49,980	103,985	125,000	20.2%	-6.9%
66 Coach Compensation from Camp	31,275	50,165	12,149	19,727	22,115	25,000	13.0%	-4.4%
67 Camp Expenses	131,411	114,815	113,001	14,913	97,287	100,000	2.8%	-5.3%
68 Total Expenses	162,686	164,980	125,150	34,640	119,402	125,000	4.7%	-5.1%
69 Net Income from Camps	15,747	(17,162)	0	15,340	(15,417)	0	-100.0%	

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
University of Idaho**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 General Revenue:								
2 Student Fees	2,317,147	2,330,453	2,261,190	2,269,389	2,158,920	2,201,850	2.0%	-1.0%
3 Contributions	2,084,036	3,122,067	968,869	2,354,911	3,173,170	2,300,000	-27.5%	2.0%
4 State Support	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
5 Institutional Gender Equity	1,632,885	846,560	926,660	961,600	1,021,300	1,172,000	14.8%	-6.4%
6 Institutional Support	617,506	666,530	772,100	812,800	1,485,400	1,399,700	-5.8%	17.8%
7 NCAA/Conference	2,004,216	1,531,635	3,983,478	834,318	1,531,933	1,914,700	25.0%	-0.9%
8 TV/Radio/Internet	50,000	50,000	50,000	75,000	175,413	75,000	-57.2%	8.4%
9 Concessions/program/etc.	36,037	35,531	25,388	25,708	22,094	26,950	22.0%	-5.6%
10 Advertising/sponsorship/Royalty	385,041	716,948	602,221	736,100	416,690	735,000	76.4%	13.8%
11 Endowments	231,743	221,350	218,262	419,243	369,438	371,000	0.4%	9.9%
12 Special Events		0						
13 Other	297,993	367,527	449,381	251,019	279,998	280,000	0.0%	-1.2%
14 Total General Revenue	11,871,304	12,103,301	12,681,949	11,255,888	13,306,256	13,228,400	-0.6%	2.2%
15 Revenue By Sport:								
16 Men's Programs:								
17 Football								
18 Ticket Sales	998,844	489,788	706,748	704,355	534,199	450,000	-15.8%	-14.7%
19 Game Guarantees	950,000	2,075,000	2,350,000	3,135,000	1,680,000	2,100,000	25.0%	17.2%
20 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
21 Basketball								
22 Ticket Sales	68,274	77,530	45,022	66,680	82,791	55,000	-33.6%	-4.2%
23 Game Guarantees	89,980	87,000	90,000	150,000	50,000	85,000	70.0%	-1.1%
24 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
25 Track & Field/Cross Country	0	1,064	0	1,207	932	0		
26 Total Men's Sport Revenue	2,107,098	2,730,382	3,191,770	4,057,242	2,347,922	2,690,000	14.6%	5.0%
27 Women's Programs								
28 Volleyball								
29 Ticket Sales	4,789	6,233	2,171	7,444	5,488	5,000	-8.9%	0.9%
30 Game Guarantees	4,000	13,592	5,000	1,000	4,000	6,000	50.0%	8.4%
31 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
32 Basketball								
33 Ticket Sales	5,884	6,740	887	11,093	8,409	8,000	-4.9%	6.3%
34 Game Guarantees	20,000	44,000	40,000	58,000	51,000	46,500	-8.8%	18.4%
35 Other (Tourn/Bowl/Conf)	0	0	0	0	0	0		
36 Track & Field/Cross Country	0	1,090	0	1,208	932	0	-100.0%	#NUM!
37 Soccer	0	4,000	5,000	0	0	1,100		
38 Total Women's Sport Rev	34,673	75,655	53,058	78,745	69,829	66,600	-4.6%	13.9%
39 Total Revenue	14,013,075	14,909,338	15,926,777	15,391,875	15,724,007	15,985,000	1.7%	2.7%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
University of Idaho**

Expenditures by Admin/Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
40 Administrative and General								
41 Athletic Director Office	969,157	912,330	1,145,896	1,113,183	617,676	659,305	6.7%	-7.4%
42 Fund Raising Office	316,086	313,800	373,729	363,056	293,669	324,149	10.4%	0.5%
43 Academics Support	139,842	125,552	165,344	160,622	167,320	209,278	25.1%	8.4%
44 Media Relations	187,655	192,102	221,877	215,540	173,183	204,559	18.1%	1.7%
45 Marketing and Promotions	157,666	206,379	186,419	181,095	242,363	258,185	6.5%	10.4%
46 Ticket Office	228,959	234,982	270,713	262,982	195,217	201,420	3.2%	-2.5%
47 Athletic Training Room	585,811	646,048	692,642	672,862	780,380	727,551	-6.8%	4.4%
48 Memberships and Dues	414,258	415,780	489,804	475,816	766,520	644,100	-16.0%	9.2%
49 Facilities Mtn & Debt Service	0	274,568	0	0	59,051	0		
50 Capital Improvements	37,321	20,789	44,125	42,864	0	0	#DIV/0!	-100.0%
51 NCAA/Special Event/Bowls	0	0	0	0	0	0		
52 Other Miscellaneous	661,496	604,904	782,129	759,794	1,090,478	920,053	-15.6%	6.8%
53 Total Admin & General	3,698,251	3,947,234	4,372,678	4,247,814	4,385,857	4,148,600	-5.4%	2.3%
54								
55 Men's Programs:								
56 Football	4,587,974	4,818,488	5,420,569	5,265,775	5,182,454	5,601,639	8.1%	4.1%
57 Basketball	1,377,144	1,432,234	1,627,059	1,580,595	1,391,772	1,392,677	0.1%	0.2%
58 Track & Field/Cross Country	396,216	445,082	468,119	454,751	416,946	442,354	6.1%	2.2%
59 Tennis	156,923	175,975	185,400	180,105	183,917	189,827	3.2%	3.9%
60 Golf	198,443	179,966	234,455	227,759	207,281	208,375	0.5%	1.0%
61 Total Men's Programs	6,716,700	7,051,745	7,935,602	7,708,985	7,382,370	7,834,872	6.1%	3.1%
62								
63 Women's Programs								
64 Volleyball	607,615	660,292	698,173	678,235	697,087	695,352	-0.2%	2.7%
65 Basketball	865,568	968,353	994,570	966,168	1,086,054	1,048,137	-3.5%	3.9%
66 Track & Field/Cross Country	443,724	507,956	509,856	495,296	511,118	546,611	6.9%	4.3%
67 Tennis	216,623	196,635	248,908	241,800	255,905	304,185	18.9%	7.0%
68 Golf	225,705	227,095	259,344	251,938	285,016	248,303	-12.9%	1.9%
69 Soccer	520,781	570,891	598,397	581,308	546,273	578,220	5.8%	2.1%
70 Swimming	502,662	549,297	577,578	561,084	481,078	580,720	20.7%	2.9%
71 Total Women's Programs	3,382,678	3,680,519	3,886,826	3,775,829	3,862,531	4,001,528	3.6%	3.4%
72								
73 Total Expenditures	13,797,629	14,679,498	16,195,106	15,732,628	15,630,758	15,985,000	2.3%	3.0%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
University of Idaho**

Participants by Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
74 Men's Programs:								
75 Football	112	112	108	91	101	100	-1.0%	-2.2%
76 Basketball	14	14	17	15	14	15	7.1%	1.4%
77 Track & Field/Cross Country	43	43	40	38	38	40	5.3%	-1.4%
78 Tennis	13	12	11	9	7	10	42.9%	-5.1%
79 Golf	8	11	10	9	10	10	0.0%	4.6%
80 Total Male Participation	190	192	186	162	170	175	2.9%	-1.6%
81 Women's Programs								
82 Volleyball	15	17	15	12	17	15	-11.8%	0.0%
83 Basketball	15	16	16	13	13	15	15.4%	0.0%
84 Track & Field/Cross Country	40	45	47	38	31	30	-3.2%	-5.6%
85 Tennis	12	10	9	8	8	10	25.0%	-3.6%
86 Golf	8	9	9	8	8	10	25.0%	4.6%
87 Soccer	20	26	25	26	25	25	0.0%	4.6%
88 Swimming	25	25	25	36	32	30	-6.3%	3.7%
89 Total Female Participation	135	148	146	141	134	135	0.7%	0.0%
90 Total Participants	325	340	332	303	304	310	2.0%	-0.9%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenue and Expenditures
University of Idaho**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)								
91 Men's Programs:								
92 Football	66.0	62.0	61.0	61.0	71.0	70.0	-1.3%	1.2%
93 Basketball	11.0	11.0	10.0	12.0	12.7	13.0	2.7%	3.4%
94 Track & Field/Cross Country	6.0	4.0	5.0	5.0	7.0	5.0	-28.6%	-3.6%
95 Tennis	0.0	0.0	0.0	1.0	0.0	0.0		
96 Golf	1.0	0.0	0.0	0.0	0.0	0.0		-100.0%
97 Subtotal	84.0	77.0	76.0	79.0	90.6	88.0	-2.9%	0.9%
98 Women's Programs								
99 Volleyball	12.0	11.0	11.0	11.0	11.0	12.0	9.1%	0.0%
100 Basketball	13.0	13.0	12.0	12.0	12.9	14.0	8.9%	1.5%
101 Track & Field/Cross Country	8.0	9.0	7.0	7.0	8.0	4.0	-50.0%	-12.9%
102 Tennis	8.0	5.0	7.0	8.0	7.8	7.0	-10.5%	-2.6%
103 Golf	4.0	5.0	3.0	3.0	2.0	1.0	-50.0%	-24.2%
104 Soccer	2.0	2.0	1.0	0.0	0.0	1.0		-12.9%
105 Swimming	7.0	8.0	6.0	5.0	2.0	2.0	0.0%	-22.2%
106 Subtotal	54.0	53.0	47.0	46.0	43.7	41.0	-6.1%	-5.4%
107 Total Scholarships	138.0	130.0	123.0	125.0	134.3	129.0	-3.9%	-1.3%
108 Partial Scholarships by Sport (FTE)								
109 Men's Programs:								
110 Football	8.48	10.34	12.48	12.48	0.31	0.00	-100.0%	-100.0%
111 Basketball	0.74	0.00	2.15	0.56	0.00	0.00		-100.0%
112 Track & Field/Cross Country	5.19	7.98	7.09	7.08	4.81	8.00	66.3%	9.0%
113 Tennis	4.50	4.44	4.45	3.50	5.72	4.50	-21.3%	0.0%
114 Golf	3.51	3.70	3.12	4.25	4.00	4.50	12.5%	5.1%
115 Subtotal	22.42	26.46	29.29	27.87	14.84	17.00	14.6%	-5.4%
116 Women's Programs								
117 Volleyball	0.00	1.00	0.48	0.00	1.46	0.00	-100.0%	
118 Basketball	1.01	0.62	1.47	0.00	0.00	0.00		-100.0%
119 Track & Field/Cross Country	8.12	7.34	9.65	7.40	8.22	11.00	33.8%	6.3%
120 Tennis	0.00	3.00	0.50	0.00	0.59	0.00	-100.0%	
121 Golf	1.96	0.97	2.94	2.98	4.00	5.00	25.0%	20.6%
122 Soccer	10.38	10.77	12.57	12.51	11.22	11.00	-2.0%	1.2%
123 Swimming	6.47	4.04	6.34	7.25	8.83	11.00	24.6%	11.2%
124 Subtotal	27.94	27.74	33.95	30.14	34.32	38.00	10.7%	6.3%
125 Total Scholarships	50.36	54.20	63.24	58.01	49.16	55.00	11.9%	1.8%

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**College & Universities
Intercollegiate Athletics Report
Summary of Revenues and Expenditures
Lewis-Clark State College**

<u>Revenues/Expend/Fund Balance</u>	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):								
2 Program Revenue:								
3 Ticket Sales	37,100	37,159	41,177	38,204	40,132	35,000	-12.8%	-1.2%
4 Game Guarantees								
5 Contributions	550,514	624,717	622,670	581,042	551,136	614,200	11.4%	2.2%
6 NCAA/Conference/Tournaments								
7 TV/Radio/Internet Rights	6,350	5,700	7,300	4,400	4,800	4,800	0.0%	-5.4%
8 Program/Novelty Sales, 9 Concessions, Parking								
10 Royalty, Advertisement, Sponsorship								
11 Endowment/Investment Income								
12 Other								
13 Total Program Revenue	593,964	667,576	671,147	623,646	596,068	654,000	9.7%	1.9%
14 Non-Program Revenue:								
15 NCAA/Bowl/World Series	427,581	416,796	459,212	575,684	656,978	533,000	-18.9%	4.5%
16 Student Activity Fees	331,329	386,450	411,617	428,761	430,000	410,000	-4.7%	4.4%
17 General Education Funds **	783,656	762,186	836,221	905,307	1,073,391	1,125,500	4.9%	7.5%
18 GenEd Funds for Gender Eq.	* See Note							
19 Institutional Funds **	126,500	126,500	126,500	126,500	129,900	179,000	37.8%	7.2%
20 Subtotal State/Inst. Support	910,156	888,686	962,721	1,031,807	1,203,291	1,304,500	8.4%	7.5%
21 Total Non-Program Revenue	1,669,066	1,691,932	1,833,549	2,036,252	2,290,269	2,247,500	-1.9%	6.1%
22 Subtotal Operating Revenue:	2,263,030	2,359,508	2,504,697	2,659,898	2,886,337	2,901,500	0.5%	5.1%
23 Non-Cash Revenue								
24 Third Party Support	25,550	29,250	32,100	35,600	37,000	37,000	0.0%	7.7%
25 Indirect Institutional Support	159,528	160,123	201,415	217,521	182,180	222,600	22.2%	6.9%
26 Non-Cash Revenue								
27 Non-Resident Tuition Waivers	1,030,456	1,077,904	1,234,194	1,273,674	1,285,465	1,331,000	3.5%	5.3%
28 Subtotal Non-Cash Revenue	1,215,534	1,267,277	1,467,709	1,526,795	1,504,645	1,590,600	5.7%	5.5%
29 Total Revenue:	3,478,564	3,626,785	3,972,406	4,186,693	4,390,982	4,492,100	2.3%	5.2%
30 <i>* Institutional gender equity for FY2010 thru FY2015 is reflected in line 27 Non-Resident Tuition Waivers.</i>								
31 Expenditures:								
32 Operating Expenditures:								
33 Athletics Student Aid	478,700	460,623	522,750	501,450	579,751	617,000	6.4%	5.2%
34 Guarantees	36,963	37,555	25,183	38,484	43,360	47,500	9.5%	5.1%
35 Coaching Salary/Benefits	410,023	409,133	507,559	549,531	607,398	657,100	8.2%	9.9%
36 Admin Staff Salary/Benefits **	235,815	266,289	249,018	298,242	330,828	333,400	0.8%	7.2%
37 Severance Payments								
38 Recruiting	41,703	32,122	41,690	39,345	37,460	29,500	-21.2%	-6.7%
39 Team Travel	286,549	299,834	316,550	301,736	346,745	333,000	-4.0%	3.1%
40 Equipment, Uniforms and Supplies	178,779	154,149	196,940	186,081	196,576	185,700	-5.5%	0.8%
41 Game Expenses	62,707	66,101	87,410	89,618	103,104	96,100	-6.8%	8.9%
42 Fund Raising, Marketing, Promotion								
43 Direct Facilities/Maint/Rentals								
44 Debt Service on Facilities								
45 Spirit Groups								
46 Medical Expenses & Insurance	17,930	15,600	15,600	14,970	15,600	16,000	2.6%	-2.3%
47 Memberships & Dues								
48 NCAA/Bowls/World Series	458,361	429,826	422,574	523,930	631,111	533,000	-15.5%	3.1%
49 Other Operating Expenses	74,843	65,672	72,525	63,834	71,534	53,200	-25.6%	-6.6%
50 Subtotal Operating Expenditures	2,282,373	2,236,904	2,457,799	2,607,221	2,963,467	2,901,500	-2.1%	4.9%
51 Non-Cash Expenditures								
52 3rd Party Coaches Compensation								
53 3rd Party Admin Staff Compensation								
54 Indirect Facilities & Admin Support	159,528	160,123	201,415	217,521	182,180	222,600	22.2%	6.9%
55 Non-Cash Expense	25,550	29,250	32,100	35,600	37,000	37,000	0.0%	7.7%
56 Non-Resident Tuition Waivers	1,030,456	1,077,904	1,234,194	1,273,674	1,285,465	1,331,000	3.5%	5.3%
57 Subtotal Non-Cash Expenditures	1,215,534	1,267,277	1,467,709	1,526,795	1,504,645	1,590,600	5.7%	5.5%
58 Total Expenditures:	3,497,907	3,504,181	3,925,508	4,134,015	4,468,111	4,492,100	0.5%	5.1%
59								
60 Net Income/(deficit)	(19,343)	122,604	46,898	52,678	(77,129)	0	-100.0%	
61								
62 Ending Fund Balance 6/30	95,425	218,029	264,927	317,605	240,476	240,476	0.0%	20.3%
63								
64 Sport Camps & Clinics								
65 Camp Revenue	56,367	84,417	98,580	177,590	184,683	138,000	-25.3%	19.6%
66 Coach Compensation from Camp	15,500	24,296	35,158	47,234	43,635	30,000	-31.2%	14.1%
67 Camp Expenditures	29,922	27,096	39,800	43,091	33,733	40,000	18.6%	6.0%
68 Total Expenses	45,422	51,392	74,958	90,325	77,368	70,000	-9.5%	9.0%
69 Net Income from Camps	10,945	33,025	23,622	87,265	107,315	68,000	-36.6%	44.1%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenues and Expenditures
Lewis-Clark State College**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
1 General Revenue:								
2 Student Fees	331,329	386,450	411,617	428,761	430,000	410,000	-4.7%	4.4%
3 Contributions	85,450	180,824	86,881	45,874	128,076	225,200	75.8%	21.4%
4 State Support **	783,656	762,186	836,221	905,307	1,073,391	1,125,500	4.9%	7.5%
5 Institutional Gender Equity	* See Note							
6 Institutional Support **	126,500	126,500	126,500	126,500	129,900	179,000	37.8%	7.2%
7 NCAA/Conference /World Series	427,581	416,796	459,212	575,684	656,978	533,000	-18.9%	4.5%
8 TV/Radio/Internet	6,350	5,700	7,300	4,400	4,800	4,800	0.0%	-5.4%
9 Concessions/program/etc.								
10 Advertising/sponsorship/Royalty								
11 Endowments								
12 Special Events								
13 Other								
14 Total General Revenue	1,760,866	1,878,456	1,927,731	2,086,526	2,423,145	2,477,500	2.2%	7.1%
15 Revenue By Sport:								
16 Men's Programs:								
17 Basketball								
18 Ticket Sales	8,162	8,175	9,059	8,405	8,829	7,700	-12.8%	-1.2%
19 Game Guarantees								
20 Contributions (Fundraising)	76,569	57,921	91,579	137,819	52,333	40,000	-23.6%	-12.2%
21 Track & Field/Cross Country	24,997	27,536	28,351	29,508	31,762	38,000	19.6%	8.7%
22 Tennis	20,326	5,360	4,916	12,473	6,718	5,000	-25.6%	-24.5%
23 Baseball								
24 Ticket Sales	18,550	18,579	20,588	19,102	20,066	17,500	-12.8%	-1.2%
25 Contributions (Fundraising)	68,921	74,067	111,221	90,021	109,304	90,000	-17.7%	5.5%
26 Golf (Contributions & Fundraising)	15,840	16,385	35,268	25,171	32,981	30,000	-9.0%	13.6%
27 Total Men's Sport Revenue	233,365	208,023	300,982	322,500	261,994	228,200	-12.9%	-0.4%
28 Women's Programs								
29 Volleyball								
30 Ticket Sales	2,226	2,230	2,471	2,292	2,408	2,100	-12.8%	-1.2%
31 Game Guarantees								
32 Contributions (Fundraising)	43,445	45,317	43,850	47,508	44,970	50,000	11.2%	2.9%
33 Basketball								
34 Ticket Sales	8,162	8,175	9,059	8,405	8,829	7,700	-12.8%	-1.2%
35 Game Guarantees								
36 Contributions (Fundraising)	91,420	111,542	106,462	98,993	63,471	59,000	-7.0%	-8.4%
37 Track & Field/Cross Country	60,457	65,118	65,199	48,131	41,624	38,000	-8.7%	-8.9%
38 Tennis	30,337	10,491	5,642	16,132	7,428	6,000	-19.2%	-27.7%
39 Golf (Contributions & Fundraising)	32,752	30,156	43,301	29,411	32,469	33,000	1.6%	0.2%
40 Total Women's Sport Rev	268,799	273,029	275,984	250,872	201,199	195,800	-2.7%	-6.1%
41 Total Revenue	2,263,030	2,359,508	2,504,697	2,659,898	2,886,337	2,901,500	0.5%	5.1%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenues and Expenditures
Lewis-Clark State College**

Expenditures by Admin/Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
42 Administrative and General								
43 Athletic Director Office **	318,775	353,690	371,397	407,921	420,402	424,027	0.9%	5.9%
44 Fund Raising Office	174	188	1,280	1,134	393	1,500	281.7%	53.9%
45 Academic Support								
46 Media Relations								
47 Marketing and Promotions								
48 Ticket Office								
49 Athletic Training Room	29,232	33,677	40,521	40,050	40,638	41,467	2.0%	7.2%
50 Memberships and Dues								
51 Facilities Mtn & Debt Service								
52 Capital Improvements								
53 NCAA/Special Event/Bowls								
54 Other Miscellaneous/World Series	458,361	429,826	422,574	523,930	631,111	533,000	-15.5%	3.1%
55 Total Admin & General	806,542	817,381	835,772	973,035	1,092,544	999,994	-8.5%	4.4%
56								
57 Men's Programs:								
58 Basketball	268,385	226,151	205,771	218,869	269,952	263,552	-2.4%	-0.4%
59 Track & Field/Cross Country	59,036	57,959	59,363	71,277	155,509	167,009	7.4%	23.1%
60 Tennis	52,783	50,405	31,519	31,852	23,272	42,718	83.6%	-4.1%
61 Baseball	391,130	385,383	491,415	487,153	505,155	500,627	-0.9%	5.1%
62 Golf	46,833	38,348	64,972	62,115	75,706	74,460	-1.6%	9.7%
63 Total Men's Programs	818,167	758,246	853,040	871,265	1,029,593	1,048,366	1.8%	5.1%
64								
65 Women's Programs								
66 Volleyball	227,731	203,421	249,885	229,043	261,461	251,802	-3.7%	2.0%
67 Basketball	229,988	256,048	276,324	284,034	288,526	284,666	-1.3%	4.4%
68 Track & Field/Cross Country	86,496	101,571	124,008	138,880	171,012	178,314	4.3%	15.6%
69 Tennis	60,271	50,657	37,696	36,564	29,943	46,418	55.0%	-5.1%
70 Golf	53,178	49,580	81,074	74,401	90,389	91,940	1.7%	11.6%
71 Total Women's Programs	657,664	661,277	768,987	762,921	841,330	853,140	1.4%	5.3%
72								
73 Total Expenditures	2,282,373	2,236,904	2,457,799	2,607,221	2,963,467	2,901,500	-2.1%	4.9%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenues and Expenditures
Lewis-Clark State College**

Participants by Sport	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 zR % Chg	Ave Ann % Chg
74 Men's Programs:								
75 Basketball	14	16	16	15	16	15	-6.3%	1.4%
76 Track & Field/Cross Country	14	24	22	25	26	35	34.6%	20.1%
77 Tennis	12	11	9	16	13	12	-7.7%	0.0%
78 Baseball	35	34	41	42	42	50	19.0%	7.4%
79 Golf	10	8	8	8	8	8	0.0%	-4.4%
80 Total Male Participation	85	93	96	106	105	120	14.3%	7.1%
81 Women's Programs								
82 Volleyball	17	17	16	15	19	16	-15.8%	-1.2%
83 Basketball	12	14	12	12	13	13	0.0%	1.6%
84 Track & Field/Cross Country	20	28	29	20	20	26	30.0%	5.4%
85 Tennis	12	11	13	14	15	12	-20.0%	0.0%
86 Golf	10	8	9	9	10	10	0.0%	0.0%
87 Total Female Participation	71	78	79	70	77	77	0.0%	1.6%
88 Total Participants	156	171	175	176	182	197	8.2%	4.8%

**College & Universities
Intercollegiate Athletics Report
Summary of Revenues and Expenditures
Lewis-Clark State College**

	FY11 Act	FY12 Act	FY13 Act	FY14 Act	FY15 Act	FY16 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)								
89 Men's Programs:								
90 Basketball								
91 Track & Field/Cross Country								
92 Tennis								
93 Baseball								
94 Golf								
95 Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
96 Women's Programs								
97 Volleyball								
98 Basketball								
99 Track & Field/Cross Country								
100 Tennis								
101 Golf								
102 Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
103 Total Scholarships	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
104 Partial Scholarships by Sport (FTE)								
105 Men's Programs:								
106 Basketball	8.20	6.09	3.66	6.13	5.61	5.94	5.9%	-6.2%
107 Track & Field/Cross Country	2.84	7.26	3.59	3.69	6.06	4.69	-22.6%	10.6%
108 Tennis	0.70	1.59	1.66	2.37	0.41	1.35	229.3%	14.0%
109 Baseball	9.05	8.76	8.83	10.38	11.47	9.70	-15.4%	1.4%
110 Golf	2.80	2.28	1.76	1.88	1.70	2.08	22.4%	-5.8%
111 Subtotal	23.59	25.98	19.50	24.45	25.25	23.76	-5.9%	0.1%
112 Women's Programs								
113 Volleyball	2.70	2.65	4.30	5.10	6.48	4.25	-34.4%	9.5%
114 Basketball	3.61	4.57	4.01	2.49	3.06	3.55	16.0%	-0.3%
115 Track & Field/Cross Country	4.92	9.23	1.93	0.98	2.58	3.93	52.3%	-4.4%
116 Tennis	1.65	1.66	1.13	1.47	1.22	1.43	17.2%	-2.8%
117 Golf	1.81	2.36	2.72	2.11	2.03	2.21	8.9%	4.1%
118 Subtotal	14.69	20.47	14.09	12.15	15.37	15.37	0.0%	0.9%
119 Total Scholarships	38.28	46.45	33.59	36.60	40.62	39.13	-3.7%	0.4%

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

SUBJECT

Intercollegiate Athletics Department, Employee Compensation Report

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/ DISCUSSION

In FY 1997 the Board adopted an annual report on the compensation of the employees of the intercollegiate athletic departments. The attached reports include FY 2015 actual compensation and FY 2016 estimated compensation for each institution.

IMPACT

The report details the contracted salary received by administrators and coaches, including bonuses, supplemental compensation and perquisites, if applicable.

ATTACHMENTS

Attachment 1 - Boise State University	FY15 Actual FY16 Estimate	Pages 3-4 Pages 5-6
Attachment 2 - Idaho State University	FY15 Actual FY16 Estimate	Pages 7-8 Pages 9-10
Attachment 3 - University of Idaho	FY15 Actual FY16 Estimate	Pages 11-12 Pages 13-14
Attachment 4 - Lewis-Clark State College	FY15 Actual FY16 Estimate	Pages 15-16 Pages 17-18

STAFF COMMENTS AND RECOMMENDATIONS

The Board has delegated to the Chief Executive Officer of each institution the appointing authority for all athletic department positions, except multi-year contracts for head coaches and athletic directors.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

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Intercollegiate Athletics Compensation Report
Boise State University
FY2015 Actual Compensation

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Funding					
			Base Salary	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other		
	Athletic Administration																	
3150	Aaron Juarez	Asst Sports Info Dir/Website Coord	1.000	40,020	0	0	500	0	0	0	0	No	No	No	No	40,020	-	500
3530	Adam Herman	Director, Sports Performance Coach	1.000	73,612	0	0	2,000	0	0	0	0	No	No	No	No	45,012	28,600	2,000
3502	Andy Atkinson	Director, Ath Info & Digital Tech	1.000	68,224	0	0	500	0	0	0	0	No	No	No	No		68,224	500
3149	Anita Guerricabeitia	Asst AD - Tkt Operations	1.000	70,720	0	0	1,000	0	0	0	0	No	No	No	No		70,720	1,000
3167	Sarah Swanson	Director, Student Athlete Development	1.000	45,012	0	0	500	0	0	0	0	No	No	No	No	45,012	-	500
3592	Bart Hendricks	Director, Development/Athletics	0.282	13,295	0	0	0	0	0	0	0	No	No	No	No		13,295	-
1725	Brandon Voigt	Asst Athletic Trainer	1.000	39,104	550	0	500	0	0	0	0	No	No	No	No	39,104	-	1,050
1770	Brayden Dunning	Asst Director, Development	1.000	35,610	0	0	500	0	0	0	0	No	No	No	No		35,610	500
3584	TBD	Director, Annual Giving & Premium Seating	1.000	46,343	0	0	500	0	0	0	0	No	No	No	No		46,343	500
1758	Benjamin Jaeger	Assistant Director, Sports Performance Coa	1.000	27,207	100	0	500	0	0	0	0	No	No	No	No		27,207	600
1768	Caleb Howard	Coordinator, Video Services	1.000	36,380	0	0	500	0	0	0	0	No	No	No	No		36,380	500
1717	Christina Van Tol	Sr. Assoc AD - SWA	1.000	113,527	0	0	2,500	0	0	0	0	No	Yes	No	No		113,527	2,500
1761	Kelly Lopez	Associate Director, Sports Performance Coa	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No		36,504	500
3030	John Cunningham	Senior Associate Athletic Director, External	1.000	111,592	0	0	2,500	0	0	0	0	Yes	No	No	No		111,592	2,500
3549	Matt Brewer	Associate Athletic Director, Complianace	1.000	85,010	0	0	0	0	0	0	0	No	No	No	No		85,010	-
3504	Cynthia Rice	Senior Business Manager	1.000	59,114	0	0	500	0	0	0	0	No	No	No	No	59,114	-	500
1752	Dale Holste	Dir, Athletic Equipment Operations	1.000	56,618	5,500	0	2,000	0	0	0	0	No	No	No	No		56,618	7,500
1766	Danielle Charters	Director-Compliance	1.000	45,948	0	0	500	0	0	0	0	No	No	No	No		45,948	500
1739	David (DJ) Giumento	Asst AD, Facility Operations	1.000	56,160	0	0	1,000	0	0	0	0	No	No	No	No		56,160	1,000
3190	Dustin Clements	Assoc Athletic Director, Development	1.000	22,364	0	0	0	0	0	0	0	No	Yes	No	No		22,364	-
5444	David Kinard	Assoc Athletic Director, Development	1.000	84,532	0	0	656	0	0	0	0	Yes	No	No	No		84,532	656
1727	Doug Link	Asst Sports Info Director	1.000	42,120	0	0	500	0	0	0	0	No	No	No	No		42,120	500
3563	Eric Kile	Director- Student Athl Learning Center	1.000	43,452	0	0	500	0	0	0	0	No	No	No	No	43,452	-	500
1742	Linsey Saras	Coordinator, Athletic Game Operations	1.000	40,456	0	0	500	0	0	0	0	No	No	No	No		40,456	500
3145	Gabe Rosenvall	Asst AD, Student Services	1.000	70,616	0	0	2,000	4,000	0	0	0	No	No	No	No	70,616	4,000	2,000
1700	Heather Berry	Director, Athletics HR & Student Insurance	1.000	47,320	0	0	500	0	0	0	0	No	No	No	No		47,320	500
1726	James Spooner	Asst Athletic Trainer	1.000	55,183	1,063	0	500	0	0	1,000	0	No	No	No	No	55,183	1,000	1,563
3153	Jeff Pitman	Head Coach, Strength	1.000	138,612	7,500	0	2,000	2,500	2,000	10,430	0	No	No	No	No		153,542	9,500
3132	Jennifer Bellomy	Assistant Athletic Director, Compliance	1.000	56,223	0	0	1,000	0	0	0	0	No	No	No	No		56,223	1,000
1741	Christopher Nichol	Academic Advisor	1.000	39,125	0	0	500	0	0	0	0	No	No	No	No	39,125	-	500
1767	John Perkins	Asst Director, Athletic Equipment Operations	1.000	35,984	0	0	500	0	0	0	0	No	No	No	No		35,984	500
1751	Jolenne Dimeo	Facility Operations Supervisor	1.000	54,434	0	0	500	0	0	0	0	No	No	No	No		54,434	500
3015	Joseph Nickell	Director, Sports Information	1.000	44,908	0	0	500	0	0	0	0	No	No	No	No		44,908	500
1771	Josh Borgman	Director, Creative Services	1.000	39,208	0	0	500	0	0	0	0	No	No	No	No		39,208	500
1764	Justin LaChapelle	Athletic Technical Support Specialist	1.000	36,380	0	0	500	0	0	0	0	No	No	No	No		36,380	500
1743	Keila Mintz	Accountant	1.000	40,831	0	0	500	0	0	0	0	No	No	No	No	40,831	-	500
1749	Keita Shimada	Asst Athletic Trainer	1.000	37,128	488	0	500	0	0	1,000	0	No	No	No	No		38,128	988
1732	Kevin Riley	Coordinator, Video Services	1.000	39,208	0	0	500	0	0	0	0	No	No	No	No		39,208	500
1760	Lauren Rodgers	Asst Athletic Trainer	1.000	36,380	0	0	500	0	0	1,000	0	No	No	No	No		37,380	500
1728	Tyson Gale	Assistant Coach, Strength & Conditioning	1.000	36,504	3,000	0	1,000	0	0	0	0	No	No	No	No		36,504	4,000
1772	Brandon Pringle	Assistant Coach, Strength & Conditioning/Fc	1.000	36,504	0	0	0	0	0	0	0	No	No	No	No		36,504	-
3950	Julie Rising	Coordinator, Athletic Events & Facilities	1.000	35,901	0	0	0	0	0	0	0	No	No	No	No		35,901	-
1711	Marc Paul	Asst AD/Athletic Trainer	1.000	74,984	0	0	2,000	0	0	2,000	0	No	No	No	No		76,984	2,000
1701	Mark Coyle	Executive Director, Athletics	1.000	334,839	0	0	1,000	15,000	35,000	30,000	0	Yes	Yes	No	Yes		414,839	1,000
3529	Mark Wheeler	Director of Compliance	1.000	45,948	0	0	500	0	0	0	0	No	No	No	No	45,948	-	500
3125	Matthew Thomas	Asst AD, Mktng & Promotions	1.000	60,008	0	0	1,000	0	0	0	0	No	No	No	No		60,008	1,000
3154	Matthieu Gaudry	Director, Fan Development & Strategies	1.000	41,268	0	0	500	0	0	0	0	No	No	No	No		41,268	500
1703	Max Corbet	Assoc Athletic Director, Communications	1.000	65,624	0	0	1,000	0	0	0	0	No	No	No	No		65,624	1,000
1763	Michael Walsh	Asst Sports Info Director & Web Coordinator	1.000	38,002	0	0	500	0	0	0	0	No	No	No	No		38,002	500
1755	Natalie Keffer	Director, Athletic Relations	1.000	76,066	0	0	500	0	0	0	0	No	No	No	No		76,066	500
3194	Nicole Gamez	Assoc AD, Finance	1.000	92,186	0	0	1,000	0	0	0	0	No	No	No	No		92,186	1,000
3023	Cody Smith	Asst Athletic Director, Event Operations	1.000	46,405	0	0	500	0	0	0	0	No	No	No	No		46,405	500
	Rachel Bickerton	Dir, Trademark Lic/Enforcement	0.437	35,007	0	0	250	0	0	0	0	No	No	No	No		35,007	250
1753	Raul Ibarra	Director, Team Operations	1.000	42,516	0	0	500	0	0	0	0	No	No	No	No		42,516	500
1759	Rhonda McFarland	Senior Business Manager	1.000	67,372	0	0	500	0	0	0	0	No	No	No	No		67,372	500
1702	Robert Carney	Assoc AD, Facilities and Operations	1.000	81,994	0	0	2,500	0	0	0	0	No	No	No	No		81,994	2,500
3067	Sabrena Nottingham	Asst Ticket Manager	1.000	36,754	0	0	500	0	0	0	0	No	No	No	No		36,754	500
1754	Scott Duncan	Facility Maintenance Supervisor	1.000	41,060	0	0	500	0	0	0	0	No	No	No	No		41,060	500
3545	Shaela Prialux-Soho	Ticket Manager	1.000	47,424	0	0	500	0	0	0	0	No	No	No	No		47,424	500
3110	Taryn Schutte	Academic Advisor	1.000	35,610	0	0	500	0	0	0	0	No	No	No	No	35,610	-	500
1736	Spencer Jahn	Athletic Multimedia Specialist	1.000	35,984	0	0	500	0	0	0	0	No	No	No	No		35,984	500
3188	Suzanne Goss	Director, Donor Relations Events	0.750	30,342	0	0	500	0	0	0	0	No	No	No	No		30,342	500
3970	Syringa Stark	Asst Athletic Trainer/ Insurnace Coor	1.000	36,380	0	0	500	0	0	0	0	No	No	No	No		36,380	500
3064	Taylor Little	Coordinator, Video Services	1.000	41,767	0	0	500	0	0	0	0	No	No	No	No		41,767	500
1735	Ashley Hudson	Asst Athletic Trainer	1.000	35,610	0	0	500	0	0	1,000	0	No	No	No	No	-	36,610	500
1724	Tobruk Everman Blaine	Head Dance Coach	1.000	45,948	0	0	500	0	0	0	0	No	No	No	No		45,948	500
1773	Paul Smith	Assistant Athletic Trainer	1.000	35,901	0	0	500	0	0	0	0	No	No	No	No		35,901	500
1715	Tyler Smith	Assoc Athletic Trainer	1.000	55,183	0	0	500	0	0	1,000	0	No	No	No	No	55,183	1,000	500
3947	Victoria Lewis	Assistant Business Manager	1.000	40,040	0	0	500	0	0	0	0	No	No	No	No		40,040	500

Intercollegiate Athletics Compensation Report
Boise State University
FY2015 Actual Compensation

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	State Approp.	Funding			
			Base Salary	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other			Program Revenue	All Other		
Men's Sports																		
Football																		
1704	Bryan Harsin	Head Coach	1.000	800,010	0	0	Nike	APR	50,000	162,875	Winning	Bowl/Other	Yes	Yes	No	Yes	1,012,885	3,000
3103	Elijah Drinkwitz	Offensive Coordinator	1.000	300,020	3,000	0	2,000	5,000	2,000	13,000			No	Yes	No	No	320,020	5,000
1708	Marcel Yates	Defensive Coordinator	1.000	330,013	3,000	0	2,000	5,000	2,000	33,750	No	Yes	No	Yes	No	Yes	370,763	5,000
3186	Kent Riddle	Assistant Coach	1.000	265,013	4,000	0	2,000	5,000	2,000	27,500	No	Yes	No	No	No	No	299,513	6,000
3160	Steve Caldwell	Assistant Coach	1.000	230,007	4,000	0	2,000	5,000	2,000	26,000	No	Yes	No	No	No	No	263,007	6,000
3162	Andy Avalos	Assistant Coach	1.000	225,015	4,500	0	2,000	5,000	2,000	23,000	No	Yes	No	No	No	No	255,015	6,500
1707	Scott Huff	Assistant Coach	1.000	270,005	4,000	0	2,000	5,000	2,000	29,000	No	Yes	No	No	No	No	306,005	6,000
3134	Lee Marks	Assistant Coach	1.000	125,008	5,000	0	2,000	0	0	0	No	Yes	No	No	No	No	125,008	7,000
1706	Alton Adams	Assistant Coach	1.000	185,016	5,000	0	2,000	5,000	2,000	13,000	No	Yes	No	No	No	No	205,016	7,000
1705	Julius Brown	Assistant Coach	1.000	175,012	5,000	0	2,000	5,000	2,000	13,000	No	Yes	No	No	No	No	195,012	7,000
1730	Brian Wilkinson	Director, Football Operations	1.000	76,503	7,500	0	2,000	5,000	2,000	3,825	No	No	No	No	No	No	87,328	9,500
1709	Taylor Tharp	Director, Player Personnel	1.000	45,012	4,500	0	2,000	5,000	2,000	2,250	No	No	No	No	No	No	54,262	6,500
1762	Antwon Murray	Director, Recruiting	1.000	50,004	4,500	0	750	5,000	2,000	2,500	No	No	No	No	No	No	59,504	5,250
1750	Brad Larrondo	Asst Athletic Director, Football	1.000	75,005	10,000	0	2,000	5,000	2,000	3,649	No	Yes	No	No	No	No	85,654	12,000
1765	Darren Uscher	Coordinator of Football Operations	1.000	35,610	1,000	0	500	0	2,000	1,780	No	No	No	No	No	No	39,390	1,500
Basketball																		
1710	Leon Rice	Head Coach	1.000	614,474	0	0	10,000	0	18,000	73,878	Yes	Yes	No	Yes			706,352	10,000
1714	Daniel Henderson	Assistant Coach, Men's Basketball	1.000	96,554	0	0	2,500	0	4,500	12,000	No	Yes	No	No	No	No	113,054	2,500
1712	Jeff Linder	Associate Head Coach, Men's Basketball	1.000	137,925	0	0	2,500	0	4,500	17,000	No	Yes	No	No	No	No	159,425	2,500
3133	John Rillie	Assistant Coach, Men's Basketball	1.000	109,928	0	0	2,500	0	4,500	14,000	No	No	No	No	No	No	128,428	2,500
1745	Isaac Williams	Director, Men's BB Operations	1.000	43,410	0	0	2,500	0	2,250	10,000	No	No	No	No	No	43,410	12,250	2,500
Wrestling																		
1713	Greg Randall	Head Coach	1.000	71,719	400	0	2,000	1,800	0	0	No	Yes	No	No	No	71,719	1,800	2,400
3182	Chris Owens	Assistant Coach	1.000	43,784	1,400	0	500	1,100	0	0	No	No	No	No	No	43,784	1,100	1,900
3180	Kirk White	Assistant Coach	1.000	31,866	0	0	500	0	0	0	No	No	No	No	No	31,866	-	500
Golf																		
3566	Dan Potter	Head Coach	1.000	45,012	0	0	2,000	3,000	0	0	Yes	Yes	No	No	No	No	48,012	2,000
Tennis																		
3151	Greg Patton	Head Coach	1.000	98,052	0	0	2,000	0	3,000	0	No	Yes	No	No	No	No	101,052	2,000
3178	Paluka Shields	Assistant Coach	1.000	31,928	1,192	0	500	0	1,000	0	No	No	No	No	No	31,928	1,000	1,692
Men/Women's Track & Field																		
2223	Corey Ihmels	Head Coach	1.000	78,760	0	0	4,000	18,000	19,750	20,000	No	No	No	Yes			136,510	4,000
1719	Grant (Charles) Wall	Assistant Coach	1.000	44,471	0	0	500	2,400	500	0	No	No	No	No	No	44,471	2,900	500
3177	Gavin O'Neal	Assistant Coach	1.000	44,471	0	0	500	2,400	1,250	0	No	No	No	No	No	44,471	3,650	500
1721	Travis Hartke	Assoc Head CC & Asst Track and Field Coa	1.000	44,471	0	0	500	3,600	4,000	0	No	No	No	No	No	44,471	7,600	500
Women's Sports																		
Basketball																		
2226	Gordon Presnell	Head Coach	1.000	189,135	500	0	7,500	7,500	23,000	0	No	No	No	Yes			219,635	8,000
3181	Sunny Smallwood	Assistant Coach	1.000	123,615	1,000	0	500	1,500	7,000	0	No	No	No	No	No	123,615	8,500	1,500
3129	Cody Butler	Assistant Coach	1.000	60,653	1,000	0	500	1,500	7,000	0	No	Yes	No	No	No	60,653	8,500	1,500
1720	Heather Sower	Assistant Coach	1.000	61,880	1,000	0	500	1,500	7,000	0	No	Yes	No	No	No	61,880	8,500	1,500
1744	Cariann Ramirez	Dir, Women's BB Operations	1.000	40,727	2,000	0	500	750	3,500	0	No	No	No	No	No	40,727	4,250	2,500
Soccer																		
1722	James Thomas	Head Coach	1.000	80,018	24,000	0	2,000	2,000	0	5,000	No	No	No	No	No	52,800	34,218	26,000
1723	Edward Moore	Assistant Coach	1.000	32,532	9,000	0	500	1,200	0	0	No	No	No	No	No	32,532	1,200	9,500
1748	Miren Zabala	Assistant Coach	1.000	30,015	10,500	0	500	0	0	0	No	No	No	No	No	30,015	11,000	
Volleyball																		
1716	Shawn Garus	Head Coach	1.000	87,610	15,943	0	3,500	5,000	1,500	0	Yes	Yes	No	Yes			94,110	19,443
3176	Breann Crowell	Assistant Coach	1.000	24,295	10,000	0	500	1,200	750	0	No	No	No	No	No	26,245	10,500	
3130	Candy Murphy	Assistant Coach	1.000	52,479	5,000	0	500	1,200	750	0	No	No	No	No	No	52,479	1,950	5,500
Gymnastics																		
1718	Neil Resnick	Co-Head Coach	1.000	76,505	0	0	2,000	2,000	2,000	2,000	No	Yes	No	Yes		76,505	6,000	2,000
3174	Tina Bird	Co-Head Coach	1.000	62,484	11,904	0	2,000	2,000	2,000	2,000	No	Yes	No	No	No	68,484	13,904	
3164	Patti Murphy	Assistant Coach	1.000	36,400	0	0	500	1,200	1,000	1,000	No	No	No	No	No	36,400	3,200	500
Tennis																		
3163	Sherman Roghaar	Head Coach	1.000	52,437	2,079	0	2,000	4,000	0	0	No	No	No	Yes		52,437	4,000	4,079
3179	TBD	Assistant Coach	1.000	28,330	6,152	0	500	0	0	0	No	No	No	No	No	28,330	-	6,652
Golf																		
3127	Nicole Bird	Head Coach	1.000	44,533	0	0	2,000	3,000	0	0	Yes	Yes	No	No	No	44,533	3,000	2,000
Softball																		
1737	Cynthia Ball	Head Coach	1.000	70,013	5,157	0	2,000	0	0	0	No	No	No	No	No	70,013	-	7,157
1738	Taylor Smith	Assistant Coach	1.000	30,015	3,555	0	500	0	0	0	No	No	No	No	No	30,015	-	4,055
1747	Nathan Miller	Assistant Coach	1.000	30,015	3,555	0	500	0	0	0	No	No	No	No	No	30,015	3,015	4,055
Swimming																		
1731	Kristin Hill	Head Coach	1.000	75,001	623	0	2,000	0	3,000	0	No	Yes	No	Yes		75,001	3,000	2,623
1733	Eduardo Larios	Assistant Coach	1.000	38,210	1,825	0	500	0	0	0	No	No	No	No	No	-	38,210	2,325
1746	John Lynch	Diving Coach	1.000	44,720	0	0	500	0	0	0	No	No	No	No	No	44,720	-	500

Notes: 9,889,295
 * Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.
 + Employee is on paid administrative leave.

**Intercollegiate Athletics Compensation Report
Boise State University
FY2016 Estimated Compensation**

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Funding			Base Salary Annualized Change	Comments		
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue			All Other	
	Athletic Administration																		
3150	Aaron Juarez	Asst Sports Info Dir/Website Coord	1.000	40,623	0	0	500	0	0	0	0	No	No	No	No	40,623	-	500	2% CEC
3530	Adam Herman	Director, Sports Performance Coach	1.000	75,816	0	0	2,000	0	0	0	0	No	No	No	No		75,816	2,000	3% CEC
3502	Andy Atkinson	Director, Ath Info & Digital Tech	1.000	70,263	0	0	500	0	0	0	0	No	No	No	No		70,263	500	3% CEC
3149	Anita Guerricabeitia	Asst AD - Tkt Operations	1.000	71,781	0	0	1,000	0	0	0	0	No	No	No	No		71,781	1,000	2% CEC
3167	Sarah Swanson	Director, Student Athlete Development	1.000	46,364	0	0	500	0	0	0	0	No	No	No	No	46,364	-	500	3% CEC
3005	Natalie Keffer	Assistant Athletic Director, Development	1.000	63,316	0	0	0	0	0	0	0	No	No	No	No		63,316	-	-17% New Position
3592	Bart Hendricks	Director, Development/Athletics	0.282	13,560	0	0	0	0	0	0	0	No	No	No	No		13,560	-	2% CEC
1725	Brandon Voigt	Asst Athletic Trainer	1.000	40,269	550	0	500	0	0	0	0	No	No	No	No	40,269	-	1,050	3% CEC
1770	Brayden Dunning	Director, Premium Seating	1.000	40,103	0	0	500	0	0	0	0	No	No	No	No		40,103	500	13% Promotion
3584	Christina Webster	Director, Annual Giving	1.000	40,103	0	0	500	0	0	0	0	No	No	No	No		40,103	500	New
1758	Benjamin Jaeger	Assistant Director, Sports Performance Coa	1.000	30,930	100	0	500	0	0	0	0	No	No	No	No		30,930	600	14% Retention
1768	Caleb Howard	Coordinator, Video Services	1.000	37,586	0	0	500	0	0	0	0	No	No	No	No		37,586	500	3% CEC
1717	Christina Van Tol	Sr. Assoc AD /Internal/SWA	1.000	118,061	0	0	2,500	0	0	0	0	No	Yes	No	No		118,061	2,500	4% Equity
1772	Brandon Pringle	Assistant Coach, Strength & Conditioning/Fc	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No		36,504	500	0%
1761	Kelly Lopez	Associate Director, Sports Performance Coa	1.000	42,245	0	0	500	0	0	0	0	No	No	No	No		42,245	500	16% Retention
3030	Vacant	Senior Associate Athletic Director, External	1.000	116,064	0	0	2,500	0	0	0	0	Yes	No	No	No		116,064	2,500	New Vacant
3549	Matt Brewer	Associate Athletic Director, Compliance	1.000	85,010	0	0	0	0	0	0	0	No	No	No	No		85,010	-	0%
3504	Cynthia Rice	Assistant Athletic Director, Business Ops	1.000	67,704	0	0	500	0	0	0	0	No	No	No	No	67,704	-	500	15% Promotion
1752	Dale Holste	Dir, Athletic Equipment Operations	1.000	57,471	5,500	0	2,000	0	0	0	0	No	No	No	No		57,471	7,500	2% CEC
1766	Danielle Charters	Director-Compliance	1.000	47,320	0	0	500	0	0	0	0	No	No	No	No		47,320	500	3% CEC
1739	David (DJ) Giumento	Asst AD, Facility Operations	1.000	57,845	0	0	1,000	0	0	0	0	No	No	No	No		57,845	1,000	3% CEC
3190	Dustin Clements	Assoc Athletic Director, Development	0.248	22,364	0	0	0	0	0	0	0	Yes	No	No	No		22,364	0	0%
1727	Doug Link	Asst Sports Info Director	1.000	42,744	0	0	500	0	0	0	0	No	No	No	No		42,744	500	1% CEC
3563	Eric Kile	Director, Student Athlete Learning Center	1.000	44,991	0	0	500	0	0	0	0	No	No	No	No	44,991	-	500	4% CEC
1742	Linsley Saras	Coordinator, Athletic Game Operations	1.000	41,060	0	0	500	0	0	0	0	No	No	No	No		41,060	500	1% CEC
3145	Gabe Rosenvall	Assoc AD, Student Athlete Development	1.000	73,445	0	0	2,000	4,000	0	0	0	No	No	No	No	73,445	4,000	2,000	4% CEC
1700	Heather Berry	Assistant AD, Personnel	1.000	59,072	0	0	500	0	0	0	0	No	No	No	No		59,072	500	25% Promotion
1726	James Spooner	Asst Athletic Trainer	1.000	56,847	1,063	0	500	0	0	0	0	No	No	No	No	56,847	-	1,563	3% CEC
3153	Jeff Pitman	Head Coach, Strength	1.000	138,612	7,500	0	2,000	5,000	0	3,000	0	No	No	No	No		146,612	9,500	0%
3132	Jennifer Bellomy	Assistant Athletic Director, Compliance	1.000	57,908	0	0	1,000	0	0	0	0	No	No	No	No		57,908	1,000	3% CEC
1741	Chris Nichol	Academic Advisor	1.000	39,916	0	0	500	0	0	0	0	No	No	No	No	39,916	-	500	New
1767	John Perkins	Asst Director, Athletic Equipment Operations	1.000	36,858	0	0	500	0	0	0	0	No	No	No	No		36,858	500	2% CEC
1751	Jolene Dimeo	Facility Operations Supervisor	1.000	55,245	0	0	500	0	0	0	0	No	No	No	No		55,245	500	1% CEC
1774	Joseph Nickell	Assistant Athletic Director, Media Relations	1.000	57,512	0	0	500	0	0	0	0	No	No	No	No		57,512	500	28% New Position
3015	Vacant	Director, Sports Information	1.000	46,260	0	0	500	0	0	0	0	No	No	No	No		46,260	500	New Vacant
1771	Josh Borgman	Director, Creative Services	1.000	40,103	0	0	500	0	0	3,000	0	No	No	No	No		43,103	500	2% CEC
1764	Justin LaChapelle	Athletic Technical Support Specialist	1.000	40,103	0	0	500	0	0	0	0	No	No	No	No		40,103	500	10% Equity
1743	Keila Mintz	Accountant	1.000	42,058	0	0	500	0	0	0	0	No	No	No	No	42,058	-	500	3% CEC
1776	Vacant	Accountant	1.000	40,103	0	0	500	0	0	0	0	No	No	No	No		40,103	500	New Vacant
1749	Keita Shimada	Asst Athletic Trainer	1.000	38,917	488	0	500	0	0	0	0	No	No	No	No		38,917	988	5% CEC
1732	Kevin Riley	Coordinator, Video Services	1.000	40,103	0	0	500	0	0	3,000	0	No	No	No	No		43,103	500	2% CEC
1760	Lauren Rodgers	Asst Athletic Trainer	1.000	37,232	0	0	500	0	0	0	0	No	No	No	No		37,232	500	2% CEC
1728	Tyson Gale	Assistant Coach, Strength & Conditioning	1.000	36,504	3,000	0	1,000	0	0	0	0	No	No	No	No		36,504	4,000	0%
3950	Julie Rising	Coordinator, Athletic Events and Facilities	1.000	35,901	0	0	0	0	0	0	0	No	No	No	No		35,901	-	0%
1711	Marc Paul	Asst AD/Athletic Trainer	1.000	76,108	0	0	2,000	0	0	0	0	No	No	No	No		76,108	2,000	1% CEC
1701	Curt Apsey	Executive Director, Athletics	1.000	331,511	0	0	1,000	7,500	0	20,000	0	Yes	Yes	No	Yes		359,011	1,000	New
3529	Gavin Boatright	Asst Director of Compliance	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No	36,504	-	500	New
3125	Matt Thomas	Asst AD, Mktg & Promotions	1.000	60,008	0	0	1,000	0	0	0	0	No	No	No	No		60,008	1,000	New
3154	Spencer Jahn	Director, Marketing & Promotions	1.000	43,015	0	0	500	0	0	0	0	No	No	No	No		43,015	500	20% Promotion
1703	Max Corbet	Assoc AD, Administration	1.000	66,602	0	0	1,000	0	0	0	0	No	No	No	No		66,602	1,000	1% CEC
1763	Michael Walsh	Asst Sports Info Director & Web Coord	1.000	38,772	0	0	500	0	0	0	0	No	No	No	No		38,772	500	2% CEC
1755	Vacant	Assistant Athletic Director, Administration	1.000	76,066	0	0	500	0	0	0	0	No	No	No	No		76,066	500	New Vacant
3194	Nicole Gamez	Associate Athletic Director, Business Affairs	1.000	94,037	0	0	1,000	0	0	0	0	No	No	No	No		94,037	1,000	2% CEC
3023	Cody Smith	Asst Athletic Director, Event Operations	1.000	47,092	0	0	500	0	0	0	0	No	No	No	No		47,092	500	1% CEC
1773	Paul Smith	Asst Athletic Trainer	1.000	35,901	0	0	500	0	0	0	0	No	No	No	No		35,901	500	0%
	Rachel Bickerton	Dir, Trademark Lic/Enforcement	0.437	35,007	0	0	250	0	0	0	0	No	No	No	No		35,007	250	0%
1753	Raul Ibarra	Assistant Director, Athletic Equipment Operz	1.000	43,160	0	0	500	0	0	0	0	No	No	No	No		43,160	500	2% CEC
1759	Patricia Moran	Asst Athletic Director Finance	1.000	58,906	0	0	500	0	0	0	0	No	No	No	No		58,906	500	New
1702	Robert Carney	Assoc AD, Facilities and Operations	1.000	84,448	0	0	2,500	0	0	0	0	No	No	No	No		84,448	2,500	3% CEC
3067	Sabrena Nottingham	Asst Ticket Manager	1.000	37,856	0	0	500	0	0	0	0	No	No	No	No		37,856	500	3% CEC
1754	Scott Duncan	Facility Maintenance Supervisor	1.000	48,714	0	0	500	0	0	0	0	No	No	No	No		48,714	500	19% Equity
3545	Shaela Prieaulx-Soho	Ticket Manager	1.000	48,132	0	0	500	0	0	0	0	No	No	No	No		48,132	500	1% CEC
3110	Taryn Schutte	Academic Advisor	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No	36,504	-	500	3% CEC
1736	Cameron Howard	Asst Director, Marketing & Promotions	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No		36,504	500	New
3188	Vacant	Director, Donor Relations Events	0.750	30,795	0	0	500	0	0	0	0	No	No	No	No		30,795	500	New Vacant
3970	Syringa Stark	Athletic Insurance Coordinator	1.000	37,045	0	0	500	0	0	0	0	No	No	No	No		37,045	500	2%
3064	Taylor Little	Coordinator, Video Services	1.000	43,015	0	0	500	0	0	0	0	No	No	No	No		43,015	500	3% CEC
1735	Ashley Hudson	Asst Athletic Trainer	1.000	36,504	0	0	500	0	0	0	0	No	No	No	No		36,504	500	3% CEC
1724	Tobruk Everman Blaine	Head Cheer/Dance Coach	1.000	46,634	0	0	500	0	0	0	0	No	No	No	No		46,634	500	1% CEC
1715	Tyler Smith	Assoc Athletic Trainer	1.000	56,847	0	0	500	0	0	0	0	No							

**Intercollegiate Athletics Compensation Report
Boise State University
FY2016 Estimated Compensation**

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	State Approp.	Funding		Base Salary Annualized Change	Comments	
			Base Salary	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other			Program Revenue	All Other			
Men's Sports																			
Football																			
1704	Bryan Harsin	Head Coach	1.000	800,010	0	0	Nike	APR	Winning	Bowl/Other						885,010	3,000	0%	
3103	Vacant	Offensive Coordinator	1.000	300,020	3,000	0	2,000	0	0	0	No	Yes	No	No		300,020	5,000	New Vacant	
1708	Marcel Yates	Defensive Coordinator	1.000	330,013	3,000	0	2,000	5,000	0	3,000	No	Yes	No	Yes		338,013	5,000	0%	
3186	Kent Riddle	Assistant Coach	1.000	265,013	4,000	0	2,000	5,000	0	3,000	No	Yes	No	No		273,013	6,000	0%	
3160	Steve Caldwell	Assistant Coach	1.000	230,007	4,000	0	2,000	5,000	0	3,000	No	Yes	No	No		238,007	6,000	0%	
3162	Andy Avalos	Assistant Coach	1.000	225,015	4,500	0	2,000	5,000	0	3,000	No	Yes	No	No		233,015	6,500	0%	
1707	Scott Huff	Assistant Coach	1.000	270,005	4,000	0	2,000	5,000	0	3,000	No	Yes	No	No		278,005	6,000	0%	
3134	Lee Marks	Assistant Coach	1.000	125,008	5,000	0	2,000	5,000	0	3,000	No	Yes	No	No		133,008	7,000	0%	
1706	Alton Adams	Assistant Coach	1.000	185,016	5,000	0	2,000	5,000	0	3,000	No	Yes	No	No		193,016	7,000	0%	
1705	Julius Brown	Assistant Coach	1.000	175,012	5,000	0	2,000	5,000	0	3,000	No	Yes	No	No		183,012	7,000	0%	
1730	Brian Wilkinson	Director, Football Operations	1.000	76,503	7,500	0	2,000	5,000	0	3,000	No	No	No	No		84,503	9,500	0%	
1709	Taylor Tharp	Director, Player Personnel	1.000	45,012	4,500	0	2,000	5,000	0	3,000	No	No	No	No		53,012	6,500	0%	
1762	Antwon Murray	Assistant Director, Player Personnel	1.000	50,004	4,500	0	750	5,000	0	3,000	No	No	No	No		58,004	5,250	0%	
1750	Brad Larrondo	Asst Athletic Director, Football	1.000	75,005	10,000	0	2,000	5,000	0	3,000	No	Yes	No	No		83,005	12,000	0%	
1765	Darren Uscher	Coordinator of Football Operations	1.000	36,504	1,000	0	500	0	0	3,000	No	No	No	No		39,504	1,500	3% CEC	
Basketball																			
1710	Leon Rice	Head Coach	1.000	632,716	0	0	10,000	0	18,000	57,229	Yes	Yes	No	Yes		707,945	10,000	3% Contract	
1714	Daniel Henderson	Assistant Coach, Men's Basketball	1.000	96,554	0	0	2,500	0	4,500	2,000	No	Yes	No	No		103,054	2,500	0%	
1712	Jeff Linder	Associate Head Coach, Men's Basketball	1.000	137,925	0	0	2,500	0	4,500	2,000	No	Yes	No	No		144,425	2,500	0%	
3133	John Rillie	Assistant Coach, Men's Basketball	1.000	109,928	0	0	2,500	0	4,500	2,000	No	No	No	No		116,428	2,500	0%	
1745	Isaac Williams	Director, Men's BB Operations	1.000	43,410	0	0	2,500	0	2,250	1,000	No	No	No	No	43,410	3,250	2,500	0%	
Wrestling																			
1713	Greg Randall	Head Coach	1.000	72,447	400	0	2,000	1,800	0	0	No	Yes	No	No	72,447	1,800	2,400	1% CEC	
3182	Chris Owens	Assistant Coach	1.000	44,450	1,400	0	500	1,100	0	0	No	No	No	No	44,450	1,100	1,900	2% CEC	
3180	Taylor Meeks	Assistant Coach	1.000	31,866	0	0	500	1,100	0	0	No	No	No	No	31,866	1,100	500	New	
Golf																			
3566	Dan Potter	Head Coach	1.000	45,906	0	0	2,000	3,000	0	0	Yes	Yes	No	No		48,906	2,000	2% CEC	
Tennis																			
3151	Greg Patton	Head Coach	1.000	98,052	0	0	2,000	0	3,000	0	No	Yes	No	No		101,052	2,000	0%	
3178	Eric Diaz	Assistant Coach	1.000	32,573	1,192	0	500	0	1,000	0	No	No	No	No	32,573	1,000	1,692	New	
Men/Women's Track & Field																			
2223	Corey Ihmels	Head Coach	1.000	82,701	0	0	4,000	18,000	17,250	2,500	No	No	No	Yes		120,451	4,000	5% Contract	
1719	Grant (Charles) Wall	Assistant Coach	1.000	45,365	0	0	500	2,400	500	0	No	No	No	No	45,365	2,900	500	2% CEC	
3177	Gavin O'Neal	Assistant Coach	1.000	45,365	0	0	500	2,400	1,250	0	No	No	No	No	45,365	3,650	500	2% CEC	
1721	Travis Hartke	Assoc Head CC & Asst Track and Field Coa	1.000	45,365	0	0	500	3,600	3,250	750	No	No	No	No	45,365	7,600	500	2% CEC	
Women's Sports																			
Basketball																			
2226	Gordon Presnell	Head Coach	1.000	194,813	500	0	7,500	7,500	4,000	0	No	No	No	Yes		206,313	8,000	3% CEC	
3181	Sunny Smallwood	Assistant Coach	1.000	127,338	1,000	0	500	1,500	1,000	0	No	No	No	No	127,338	2,500	1,500	3% CEC	
3129	Cody Butler	Assistant Coach	1.000	74,464	1,000	0	500	1,500	1,000	0	No	Yes	No	No	62,463	14,501	1,500	23% Promotion	
1720	Heather Sower	Assistant Coach	1.000	75,733	1,000	0	500	1,500	1,000	0	No	Yes	No	No	63,732	14,501	1,500	22% Promotion	
1744	Cariann Ramirez	Dir, Women's BB Operations	1.000	41,954	2,000	0	500	750	500	0	No	No	No	No	41,954	1,250	2,500	3% CEC	
Soccer																			
1722	James Thomas	Head Coach	1.000	81,224	24,000	0	2,000	2,000	0	5,000	No	No	No	No	53,596	34,628	26,000	2% CEC	
1723	Edward Moore	Assistant Coach	1.000	33,031	9,000	0	500	1,200	0	0	No	No	No	No	33,031	1,200	9,500	2% Promotion	
1748	Miren Zabala	Assistant Coach	1.000	30,015	10,500	0	500	1,200	0	0	No	No	No	No		31,215	11,000	0%	
Volleyball																			
1716	Shawn Garus	Head Coach	1.000	90,231	15,943	0	3,500	5,000	1,500	3,000	Yes	Yes	No	Yes		99,731	19,443	3% CEC	
3176	Vacant	Assistant Coach	1.000	24,773	10,000	0	500	0	0	0	No	No	No	No		24,773	10,500	New Vacant	
3130	Candy Murphy	Assistant Coach	1.000	53,540	5,000	0	500	1,200	750	0	No	No	No	No	53,540	1,950	5,500	2% CEC	
Gymnastics																			
1718	Neil Resnick	Co-Head Coach	1.000	78,812	0	0	2,000	2,000	2,000	2,000	Yes	Yes	No	Yes	78,812	6,000	2,000	3% CEC	
3174	Tina Bird	Co-Head Coach	1.000	64,356	11,904	0	2,000	2,000	2,000	2,000	No	Yes	No	Yes		70,356	13,904	3% CEC	
3164	Patti Murphy	Assistant Coach	1.000	37,503	0	0	500	1,200	1,000	1,000	No	No	No	No	37,503	3,200	500	3% CEC	
Tennis																			
3163	Sherman Roghaar	Head Coach	1.000	56,535	2,079	0	2,000	4,000	0	0	No	Yes	No	Yes	56,535	4,000	4,079	8% Promotion	
3179	Kristian Widen	Assistant Coach	1.000	28,330	6,152	0	500	1,200	0	0	No	No	No	No	28,330	1,200	6,652	New	
Golf																			
3127	Nicole Bird	Head Coach	1.000	45,864	0	0	2,000	3,000	0	0	Yes	No	No	No	45,864	3,000	2,000	3% CEC	
Softball																			
1737	Cynthia Ball	Head Coach	1.000	70,720	5,157	0	2,000	0	0	0	No	No	No	No	70,720	-	7,157	1% CEC	
1738	Bailey Wigness	Assistant Coach	1.000	28,018	3,555	0	500	0	0	0	No	No	No	No	28,018	-	4,055	New	
1747	Nathan Miller	Assistant Coach	1.000	32,615	3,555	0	500	0	0	0	No	No	No	No		32,615	4,055	9% Promotion	
Swimming																			
1731	Jeremy Kipp	Head Coach	1.000	80,018	623	0	2,000	3,000	3,000	0	No	Yes	No	Yes	80,018	6,000	2,623	New Contract	
1733	Meghan Hawthorne	Assistant Coach	1.000	39,000	1,825	0	500	1,200	1,000	0	No	No	No	No	-	41,200	2,325	New	
1746	Brandon Balisdell	Diving Coach	1.000	45,012	0	0	500	1,200	1,000	0	No	No	No	No	45,012	2,200	500	New	

Notes: 10,177,375
 * Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.
 + Employee is on paid administrative leave.

Intercollegiate Athletics Compensation Report Idaho State University FY 2015 Actual Compensation

Depart/Name/Title	Athletic FTE	Compensation					Contract Bonuses			Perks			Multi-Yr Contract	Funding			
		Base Salary	One-Time Bonus	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform..	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
Athletic Administration:																	
Jeff Tingey		Athletic Director	1.00	115,430	2,122		7,500					Yes	Yes	Yes	117,551	7,500	
Jim Kramer		Asst Athl Dir/ UBO	1.00	70,387	697									No	71,084		
Nancy Graziano		Assoc Athl Dir/Compliance	1.00	73,091	1,071									No	74,162		
Matthew Steuart		Dir Academic Services	1.00	45,406	666									No		46,072	
Steve Schaack		Asst AD - Media Relations	1.00	52,874	780									No	53,654		
Jerek Wolcott	(A)	Asst Dir Media Relations	0.22	9,627	177									No	9,804		
Matthew Gittins	(B)	Asst Dir Media Relations	0.65	24,086										No	24,086		
Jodi Wotowey		Head Athletic Trainer	1.00	49,650	707	1,015								No	50,357		1,015
Brandon Payne		Asst Trainer	1.00	37,357	551	668								No	37,908		668
Daryl Finch		Asst Trainer	1.00	36,629	541	123								No	37,170		123
Rachel Geoghegan		Asst Trainer	1.00	37,086	541	666								No	37,627		666
Mark Campbell		Strength Coach	1.00	46,986	218									No	47,204		
Kalee Ralphs		Director of Marketing & Promos	1.00	39,208	562									No		39,770	
Thomas Steiner		Asst AD/ Major Gifts	1.00	46,301	138									No		46,438	
Tyson Munns		Athletic Equipment Manager	1.00	37,357	551									No	37,908		
Bengal Foundation																	
Donna Hayes		Exec Dir Bengal Foundation	1.00	48,027	478									No		48,506	
Men's Sports																	
Football																	
Mike Kramer		Hd Coach	0.91	138,855	634				9,456	6,500		Yes		Yes	139,489	15,956	
Spencer Toone		Asst Coach/Defense Coordinator	1.00	50,480	478	5,250								No	50,958		5,250
Donald Bailey	(A)	Offensive Coordinator/Quarterbacks	0.67	61,467	770							Yes		No	62,237		
Sheldon Cross	(B)	Offensive Coordinator/Quarterbacks	0.31	16,928		5,575						Yes		No	16,928		5,575
Roger Cooper		Asst Head Coach - Defense	1.00	49,614	489	5,500								No	50,103		5,500
Braeden Clayson		Director of Football Operations	1.00	35,214	354									No	35,568		
Steven Fifta		Asst Coach	1.00	39,155	385	5,250								No	39,540		5,250
Matthew Troxel		Asst Coach	1.00	44,502	416	10,000						Yes		No	44,918		10,000
Sheldon Cross	(A)	Asst Coach	0.69	28,267	406									No	28,673		
Robert Phenicie	(B)	Asst Coach	0.31	12,314		5,575								No	12,314		5,575
Stanley Franks		Asst Coach	1.00	34,922	322	5,000								No	35,244		5,000
Michael Ferriter	(A)	Asst Coach	0.54	20,840	322									No	21,163		
Tevita Fiefia	(B)	Asst Coach	0.31	12,314		5,250								No	12,314		5,250
Basketball																	
William Evans		Hd Coach	0.95	100,095	927	1,225	20,000					Yes		Yes	101,021	20,000	1,225
Andrew Ward		Asst Coach	1.00	62,442	614	1,225						Yes		No	63,055		1,225
Jay Collins		Asst Coach	1.00	40,830	406	1,225								No	41,236		1,225
Tim Walsh		Asst Coach	1.00	41,662	416	1,225								No	42,078		1,225
Tennis																	
Robert Goeltz		Hd Coach	0.42	24,405	242									No	24,647		
(A) = indicates previous coach / employee (B) = indicates current coach / employee																	
Track & Field																	
David Nielsen		Hd Coach	0.46	30,152	435									No	30,587		
Hillary Merkley		Asst Coach	0.50	14,602	276									No	14,877		
Cross Country																	
Brian Janssen		Hd Coach	0.50	28,536	255									No	28,791		

Intercollegiate Athletics Compensation Report Idaho State University FY 2015 Actual Compensation

Depart/Name/Title	Athletic FTE	Compensation					Contract Bonuses			Perks			Multi-Yr Contract	Funding			
		Base Salary	One-Time Bonus	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform..	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
Women's Sports																	
Basketball																	
Seton Sobolewski		Hd Coach	0.95	93,778	967	2,000	5,000				1,680		Yes	Yes	94,745	6,680	2,000
Michael Trujillo		Asst Coach	1.00	45,011		1,600							Yes	No	45,011		1,600
Ryan Johnson		Asst Coach	0.85	25,661		1,600								No	25,661		1,600
Nkem Nkele		(A) Asst Coach	0.12	2,868										No	2,868		
Andrea Videbeck		(B) Asst Coach	0.96	23,000		1,750								No	23,000		1,750
Volleyball																	
Chad Teichert		(A) Hd Coach	0.90	60,027	274	5,700	2,000			3,970			Yes	Yes	60,302	5,970	5,700
Fredrick Reynolds		(B) Hd Coach	0.09	6,025									Yes	Yes	6,025		
Alison Gorny		(A) Asst Coach	0.04	1,525										No	1,525		
Keisha Fisher		(B) Asst Coach	0.90	27,128		4,200								No	27,128		4,200
Tennis																	
Robert Goeltz		Hd Coach	0.42	24,405	242									No	24,647		
Track & Field																	
David Nielsen		Hd Coach	0.46	30,152	435									No	30,587		
Hillary Merkley		Asst Coach	0.50	14,602	276									No	14,877		
Golf																	
Kelly Hooper		Hd Coach	0.25	12,696										No	11,568	1,128	
Cross Country																	
Brian Janssen		Hd Coach	0.50	28,536	255									No	28,791		
Soccer																	
Allison Gibson		Hd Coach	1.00	63,960	634	14,500							Yes	Yes	64,594		14,500
Cecilie Henriksen		Asst Coach	0.71	22,723		500								No	22,723		500
Softball																	
Julia Wright		Hd Coach	1.00	59,846	1,092	3,000			4,000	2,090			Yes	Yes	60,938	6,090	3,000
Jessica Moore		Asst Coach	1.00	27,040	520	4,600								No	27,560		4,600

(A) = indicates previous coach / employee
(B) = indicates current coach / employee

Game Guarantee Payments

Mike Kramer - \$6,500 (1% of the Gross Guarantee Payments)
Seton Sobolewski - \$1,680 (3% of the Gross Guarantee Payments)

(*) These coaches receive pay for their participation in off-campus clinics or events. These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

**Intercollegiate Athletics Compensation Report
Idaho State University
FY 2016 Estimated Compensation**

Depart/Name/Title	Compensation					Contract Bonus			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change	Comments	
	Athletic FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other			
Athletic Administration:																		
Jeff Tingey		Athletic Director	1.00	125,778		7,500			4,838		Yes	Yes	Yes	125,778	12,338		9% Merit + Sal incr.	
Nancy Graziano		Assoc Athl Dir / Compliance	1.00	76,024									No	76,024			4% Merit	
Jim Kramer		Asst Athl Dir/ UBO	1.00	71,802									No	71,802			2% Merit	
Matthew Steuart		Dir Academic Services	1.00	47,237									No		47,237		4% Merit	
Steve Schaack		Asst AD - Media Relations	1.00	54,995									No	54,995			4% Merit	
Jenna Galloway		Asst Dir Media Relations	0.90	32,449									No	32,449			New	
Jodi Wotowey		Head Athletic Trainer	1.00	51,646	529								No	51,646		529	4% Merit	
Daryl Finch		Asst Trainer	1.00	38,106	660								No	38,106		660	4% Merit	
Brandon Payne		Asst Trainer	1.00	38,854									No	38,854			4% Merit	
Rachel Geoghegan	(A)	Asst Trainer	0.42	16,324	285								No	16,324		285	4% Merit	
Elizabeth Reinstein	(B)	Asst Trainer	0.51	18,929									No	18,929			New	
Kristin Shuman		Strength Coach	0.96	42,320									No	42,320			New	
Kalee Ralphs		Director of Marketing & Promos	1.00	40,394									No		40,394		3% Merit	
Thomas Steiner	(A)	Asst AD/ Major Gifts	0.21	10,149						Yes			No		10,149		4% Merit	
Tyson Munns	(B)	Asst AD/ Major Gifts	0.73	35,082						Yes			No		35,082		New	
Tyson Munns	(A)	Athletic Equipment Manager	0.27	10,461									No	10,461			4% Merit	
Vacant	(B)	Athletic Equipment Manager	0.73	28,394									No	28,394			New	
Bengal Foundation																		
Donna Hayes		Exec Dir Bengal Foundation	1.00	49,483							Yes		No		49,483		3% Merit	
Men's Sports																		
Football																		
Mike Kramer		Hd Coach	0.91	149,720									Yes	149,720	7,500		8% Merit + Sal Incr.	
Stanley Franks		Asst Coach/Defensive Backs	1.00	40,019									No	40,019			15% Sal Incr.	
Spencer Toone		Defensive Coordinator/Safeties	1.00	55,016									No	55,016			9% Sal Incr.	
Sheldon Cross		Offensive Coordinator/Quarterbacks	1.00	55,016							Yes		No	55,016			0%	
Roger Cooper		Asst Head Coach - DL & Acad. Liason	1.00	50,003									No	50,003			1% Sal Incr.	
Braeden Clayson		Director of Football Operations	1.00	36,629									No	36,629			4% Merit	
Steven Fifta		Asst Coach/Defensive Line	1.00	40,019									No	40,019			2% Sal Incr.	
Matthew Troxel		Asst Coach/Offensive Line, Camp Dir.	1.00	50,003							Yes		No	50,003			12% Sal Incr.	
Robert Phenicie		Asst Coach	1.00	40,019									No	40,019			0%	
Tevita Fiefia		Asst Coach	1.00	40,019									No	40,019			0%	
Basketball																		
William Evans		Hd Coach	0.95	103,114	1,600	20,000			1,000				Yes	103,114	21,000	1,600	3% Merit	
Andrew Ward		Asst Coach	1.00	63,710									Yes	63,710			2% Merit	
Jay Collins		Asst Coach	1.00	41,662	1,600								No	41,662		1,600	2% Merit	
Tim Walsh		Asst Coach	1.00	42,515	1,600								No	42,515		1,600	2% Merit	
Tennis																		
Robert Goeltz	(A)	Hd Coach	0.08	4,898									No	4,898			3% Merit	
Gretchen Maloney	(B)	Hd Coach	0.42	19,829									No	19,829			New	
Mark Rodel		Asst Coach	0.33	16,000									No	16,000			New	
(A) = indicates previous coach / employee (B) = indicates current coach / employee																		
Track & Field																		
David Nielsen		Hd Coach	0.46	31,061									No	31,061			3% Merit	
Hillary Merkley		Asst Track & Field Coach	0.50	15,049									No	15,049			3% Merit	
Cross Country																		
Nathan Houle		Hd Coach	0.50	22,006									No	22,006			New	

**Intercollegiate Athletics Compensation Report
Idaho State University
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Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change	Comments
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
Women's Sports																	
Basketball																	
Seton Sobolewski																	
Michael Trujillo																	
Ryan Johnson																	
Andrea Videbeck																	
Volleyball																	
Fredrick Reynolds																	
Keisha Fisher																	
Tennis																	
Robert Goeltz																	
Gretchen Maloney																	
Mark Rodel																	
Track & Field																	
David Nielsen																	
Hillary Merkley																	
Golf																	
Kelly Hooper																	
Cross Country																	
Nathan Houle																	
Soccer																	
Allison Gibson																	
Christopher Cogan																	
Softball																	
Julia Wright																	
Candi Letts																	
Jessica Moore																	
Lauren Cantillo																	

(A) = indicates previous coach / employee
(B) = indicates current coach / employee

Game Guarantee Payments

Mike Kramer - \$7,500 (1% of the Gross Guarantee Payments)
Seton Sobolewski - \$2,100 (3% of the Gross Guarantee Payments)

(*) These coaches receive pay for their participation in off-campus clinics or events. These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

Intercollegiate Athletics Compensation Report

University of Idaho

FY2015 Actual Compensation

Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other			Funding			
		Base Salary	Camps/Clinics	Media	Equip Co & Other^^	Academic Perform.	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:															
Rob Spear															
Rob Spear	1.00	178,246		15,000	1,080					yes	yes		177,366	16,960	
John Wallace	1.00	76,985			1,080								74,080	3,985	
Thomas Zimmer	1.00	1,847											1,847		
Margaret Henderson	1.00	40,491											30,900	9,591	
Amber Pittman	1.00	29,024												29,024	
Amy Schumaker	1.00	30,389												30,389	
Margaret Saylor	1.00	26,087												26,087	
Damien Garnett	1.00	50,963			480									51,443	
Anthony Castro	1.00	36,176			480									36,656	
Tim Jackson	1.00	40,019												40,019	
Becky Paul	1.00	51,961			360									52,321	
Seth Pringle	1.00	33,110			180									33,290	
Nick Heidelberger	1.00	9,025			60									9,085	
Megan Shiflett	1.00	41,942	1,775		480									42,422	
Toby van Amerongen	1.00	41,942			480									42,422	
Barrie Steele	1.00	73,971	600		480									74,451	
Margaret Eldrich	1.00	29,152												29,152	
Jake Scharnhorst	1.00	54,902	250		300									55,202	
Joe Herold	1.00	38,514												38,514	
Tim Mooney	0.50	54,591	^		960				yes+					55,551	
Joe Church	0.50	6,731	^		320									7,051	
Ryan Gerulf	0.50	20,587	^		960									21,547	
Shelly Robson	0.50	20,166	^		960				yes					21,126	
Emily Adams	1.00	44,512			480									44,992	
Ryan Gilmore	1.00	44,240			390									44,630	
Kelly Sharp	1.00	10,969			98									11,066	
Kaitlin Parsons	1.00	12,656												12,656	
Chris Apenbrink	1.00	37,806			480									38,286	
Hardin, Glendon	1.00	24,989												24,989	
Nick Jutila	1.00	5,895												5,895	
Steele, Susan	1.00	46,702			480									47,182	
Irvin Stevens	1.00	23,520												23,520	
Fennell Marcis	1.00	10,080												10,080	
Amanda Groothuis	1.00	11,160												11,160	
Men's Sports															
Football															
Paul Petrino	1.00	175,011		230,000	960				yes+	yes			175,011	230,960	
Kris Cinkovich	1.00	146,273	300		960				yes				146,273	960	
Michael Breske	1.00	5,000											5,000	0	
Charles Molnar	1.00	42,036		3,000	960				yes				41,586	3,960	
Eric Brown	1.00	53,000	2,000		960				yes+				53,000	960	
Bryce Erickson	1.00	71,353	700		960				yes				71,353	960	
Kenneth Holmes	1.00	23,332			400				yes				23,332	400	
Alfred Pupunu	1.00	64,601	700		960				yes				64,601	960	
Jason Shumaker	1.00	76,445	700		960				yes				76,445	960	
Aric Williams	1.00	25,859			400								25,859	400	
Byron Hardmon	1.00	46,425	600		560								46,425	560	
Ashley Ambrose	1.00	48,181	300		1,200								48,181	1,200	
Ronnie Lee	1.00	127,408	300		960								127,408	960	
Mark Vaught	1.00	19,942	1,000		480									20,422	
Bobby Daly	1.00	12,125			320									12,445	

Intercollegiate Athletics Compensation Report

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Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other			Funding			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other^^	Academic Perform.	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Basketball															
Don Verlin		Hd Coach	1.00	162,872	60,000	960	5,000	5,000			yes	yes	162,872	70,960	
Tim Murphy		Assistant	1.00	64,972	15,000	960					yes+		64,972	15,960	
Kirk Earlywine		Assistant	1.00	40,779	10,000	960							40,779	10,960	
Chris Helbling		Assistant	1.00	30,594	14,500	960							30,594	15,460	
Milton Palacio		Dir Player Development	1.00	32,513									32,513		
Men's Track & XC															
Tim Cawley		Dir. Of T&F	0.50	28,820	4,000	960						yes		33,780	
Cathleen Cawley		Assistant	0.50	16,015										16,015	
Travis Floeck		Assistant	0.50	17,572		360								17,932	
Wayne Phipps - M		Dir. Of T&F	0.50	5,683										5,683	
Julie Taylor - M		Assistant	0.50	4,632										4,632	
Golf															
John Means		Hd Coach	1.00	37,093		960								38,053	
Tennis															
Jeff Beaman - M		Hd Coach	1.00	9,810		160		9,943						19,912	
Women's Sports															
Basketball															
Jon Newlee		Hd Coach	1.00	95,351	18,000	960	18,114	38,850 &		yes	yes		95,351	75,924	
Christa Sanford		Assistant	1.00	59,074		960							59,074	960	
Miranda Forry		Assistant	1.00	28,805		960							28,805	960	
Kristi Zeller		Assistant	1.00	27,702	5,000	960							25,802	7,860	
Women's Track & XC															
Tim Cawley		Dir. Of T&F	0.50	28,820	4,000							yes		32,820	
Cathleen Cawley		Assistant	0.50	16,015		960								16,975	
Travis Floeck		Assistant	0.50	17,572		360								17,932	
Wayne Phipps - W		Dir. Of T&F	0.50	5,683										5,683	
Julie Taylor - W		Head	0.50	4,632		80								4,712	
Volleyball															
Debbie Buchanan		Hd Coach	1.00	86,318	3,000	15,000	960				yes	yes	86,318	15,960	3,000
Steve Whitaker		Assistant	1.00	40,384	4,500	5,000	960						40,384	5,960	4,500
Brian Lamppa		Assistant	1.00	35,354	5,500	5,000	960						35,354	5,960	5,500
Women's Soccer															
Derek Pittman		Hd Coach	1.00	40,019	15,000	960						yes	40,019	15,960	
Joshua Davis		Assistant	1.00	25,534		880							25,534	880	
Ashley O'Brien		Assistant	1.00	4,356									4,356		
Women's Golf															
Lisa Johnson		Hd Coach	1.00	43,668		960	1,000							45,628	
Tennis															
Mariana Cobra Muraca		Hd Coach	1.00	11,101		800								11,901	
Women's Swimming															
Mark Sowa		Hd Coach	1.00	51,982	16,500	960		1,000				yes	51,982	18,460	
Scott Cameron		Assistant	1.00	27,187	5,000	960							27,187	5,960	

^ .50 paid by Advancement

^^ cell phone stipend

yes+ receive a car stipend between \$200-\$400/month rather than a car; this amount not included in base salary

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Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other			Funding			Base Salary Annualized Change		
		Base Salary	Camps/Clinics	Media	Equip Co & Other^^	Academic Perform	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue		All Other	
Athletic Administration:																	
Rob Spear		Athletic Director	1.00	181,958		15,000	1,080									2%	
John Wallace		AssocAD/Internal Ops	1.00	19,651			270				yes	yes	181,958	16,080		2%	
Thomas Zimmer		Business Manager, Athletics	1.00	53,893			1,080							54,973		0%	
Margaret Henderson		Asst Business Manager, Athletics	1.00	39,125										39,125		2%	
Amber Pittman		Administrative Coordinator	1.00	30,992										30,992		7%	
Amy Schumaker		Administrative Coordinator	1.00	29,578										29,578		2%	
Margaret Saylor		Administrative Assistant 1	1.00	28,662										28,662		10%	
Damien Garnett		Dir. Equip Rm	1.00	53,019			480							53,499		4%	
Anthony Castro		Asst Equip Rm	1.00	29,162			480							29,642		2%	
Tim Jackson		Video Coord.	1.00	40,830										40,830		2%	
Becky Paull		Dir. Med. Rel	1.00	62,920			360							63,280		21%	
Seth Pringle		Asst. Med Rel	1.00	34,258			360							34,618		3%	
Joeseph St. Pierre		Asst. Med Rel	1.00	28,371			360							28,731		New	
Erin Bierstedt		Asst Trainer	1.00	42,827			480							43,307		New	
Toby van Amerongen		Asst Trainer	1.00	42,827			480							43,307		2%	
Barrie Steele		Hd Trainer	1.00	75,525	600		480							76,005	600	2%	
Margaret Eldrich		Student Insurance Coord	1.00	29,827										29,827		2%	
Jake Scharnhorst		Strength Coach	1.00	58,365	400		600							58,965	400	6%	
Joe Herold		Asst Stren	1.00	40,102			360							40,462		2%	
Tim Mooney		Assoc AD/External Ops	0.50	55,723	^		960			yes				56,683		2%	
Samantha Parrott		Devl. Coord.	0.50	14,232	^									14,232		New	
Suzanne Stride		Devl. Coord.	0.50	14,232	^									14,232		New	
Shelly Robson		Devl. Coord.	0.50	22,474	^		960			yes				23,434		11%	
Brent Vicino		Asst AD, Annual Giving	0.25	8,614	^*		960							9,574		New	
Troy Nealey		Devl. Coord.	0.25	5,871	^*		960							6,831		New	
Emily Adams		Devl. Coord.	1.00	45,406			480							45,886		2%	
Ryan Gilmore		Dir Marketing/Promotions	1.00	46,946			540							47,486		6%	
Kaitlin Parsons		Asst Dir Marketing/Promotions	1.00	32,822			360							33,182		0%	
Chris Apenbrink		Director of Ticket Ops	1.00	40,123			480							40,603		6%	
Hardin, Glendon		Ticket Sales Manager	1.00	37,835			480							38,315		2%	
Steele, Susan		Dir. Of Athl. Academics Services	1.00	47,674			720							48,394		2%	
Irvin Stevens		Acad. Coord	1.00	30,867			480							31,347		6%	
Jessica Kylo		Acad. Coord	1.00	29,120										29,120		New	
Men's Sports																	
Football																	
Paul Petrino		Hd Coach	1.00	178,526		230,000	960	10,000			yes	yes	178,526	240,960		2%	
Kris Cinkovich		Assistant	1.00	149,677	1,000		960				yes		149,677	960	1,000	2%	
Michael Breske		Assistant	1.00	130,000	400		960				yes		130,000	960	400	0%	
Charles Molnar		Assistant	1.00	65,728	1,000	3,000	960				yes		65,728	3,960	1,000	8%	
Eric Brown		Assistant	1.00	54,101	2,000		960				yes		54,101	960	2,000	2%	
Bryce Erickson		Assistant	1.00	72,842	1,000		960				yes		72,842	960	1,000	2%	
Kenneth Holmes		Assistant	1.00	61,277	1,000		960				yes		61,277	960	1,000	0%	
Alfred Pupunu		Assistant	1.00	65,936	1,000		960				yes		65,936	960	1,000	2%	
Jason Shumaker		Assistant	1.00	78,042	1,000		960				yes		78,042	960	1,000	2%	
Aric Williams		Assistant	1.00	70,034	1,000		960						70,034	960	1,000	0%	
Bobby Daly		Dir. of FB Ops	1.00	37,170	2,000		960							38,130	2,000	2%	
Basketball																	
Don Verlin		Hd Coach	1.00	171,434	2,500	60,000	960	5,000	10,000	21,198	&	yes	yes	171,434	97,158	2,500	5%
Tim Murphy		Assistant	1.00	66,331		15,000	960				yes		66,331	15,960		2%	
Kirk Earlywine		Assistant	1.00	41,642		12,500	960				yes+		41,642	13,460		2%	
Zachary Claus		Assistant	1.00	43,306		7,000	960				yes		43,306	7,960		New	
Timothy Marrioon		Dir Player Development	1.00	21,653		3,000	960						21,653	3,960		New	

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Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other			Funding			Base Salary Annualized Change	
		Base Salary	Camps/Clinics	Media	Equip Co & Other^^	Academic Perform	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue		All Other
Men's Track & XC																
Tim Cawley		Dir. Of T&F	0.50	32,261		4,000	960							yes	37,221	2%
Cathleen Cawley		Assistant	0.50	17,857											17,857	2%
Travis Floeck		Assistant	0.50	22,963			480								23,443	2%
Golf																
John Means		Hd Coach	1.00	18,546			480		3,854						22,881	0%
David Nuhn		Hd Coach	1.00	19,000											19,000	New
Tennis																
Abid Akbar		Hd Coach	1.00	28,501			720								29,221	New
Women's Sports																
Basketball																
Jon Newlee		Hd Coach	1.00	100,027		18,000	960	1,500	6,000	35,000 &	yes	yes	100,027	61,460		5%
Christa Sanford		Assistant	1.00	61,214			960						61,214	960		4%
Jeri Jacobson		Assistant	1.00	32,011			960						32,011	960		New
Kristi Zeller		Assistant	1.00	28,350		5,000	960						28,350	5,960		2%
Women's Track & XC																
Tim Cawley		Dir. Of T&F	0.50	32,261		4,000		2,000				yes			38,261	2%
Cathleen Cawley		Assistant	0.50	17,857			960								18,817	2%
Travis Floeck		Assistant	0.50	22,963			480								23,443	2%
Volleyball																
Debbie Buchanan		Hd Coach	1.00	88,130		3,000	15,000	960	1,500		yes	yes	88,130	17,460	3,000	2%
Kara Kiefer		Assistant	1.00	36,754			5,000						36,754	5,000		New
Brian Lamma		Assistant	1.00	42,016		3,235	5,000	960					42,016	5,960	3,235	19%
Women's Soccer																
Derek Pittman		Hd Coach	1.00	40,830		15,000	960	1,000	4,000			yes	40,830	20,960		2%
Joshua Davis		Assistant	1.00	30,618			960						30,618	960		2%
Women's Golf																
Lisa Johnson		Hd Coach	1.00	44,595			960	1,000							46,555	2%
Tennis																
Mariana Cobra Muraca		Hd Coach	1.00	38,002			960								38,962	0%
Women's Swimming																
Mark Sowa		Hd Coach	1.00	53,082		16,500	960	450	1,000			yes	53,082	18,910		2%
Kelsie Saxe		Assistant	1.00	25,501		5,000	960						25,501	5,960		New

^ 50% paid by Advancement
 ^* 75% paid by Advancement
 ^^ cell phone stipend
 yes+ receive a car stipend between \$200-\$400/month rather than a car; this amount not included in base salary
 & share of game guarantee/gate per contract

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2015 Actual Compensation**

Depart/Name/Title	FTE	Compensation			Contract Bonus			Other		All Compensation		
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue
Athletic Administration												
Gary Picone	Director, Athletics	1.00	73,270					No	Yes	No	65,211	8,059
Brooke Cushman	Asst. Director	1.00	57,361					No	Yes	No	22,371	34,990
Tracy Collins	Trainer	1.00	39,849	3,000				No	No	No	39,849	3,000
Paul Thompson	Athl. Advancement	0.31	10,852					No	No	No	10,852	
Brian Adamowsky (Old)	Athletic Operations Manager	1.00	9,351					No	No	No	9,351	
Matt Breach (New)	Athletic Operations Manager	1.00	26,923					No	No	No	26,923	
Paula Hasfurther (Old)	Business Manager	1.00	31,142					No	No	No	31,142	
Kristina Keener (New)	Business Manager	1.00	5,048					No	No	No	1,716	3,332
Paula Hasfurther (Old)	Admin. Asst. 2	1.00	1,255					No	No	No	427	828
Alexandria Canfield (New)	Admin. Asst. 2	1.00	29,280					No	No	No	9,955	19,325
Men's Sports												
Basketball												
Brandon Rinta	Head Coach	1.00	48,188	20,000				No	Yes	No	48,188	20,000
Austin Johnson	Asst. Coach	0.14	5,000	1,200				No	No	No		6,200
Baseball												
Jeremiah Robbins	Head Coach	1.00	60,780					No	No	No	60,780	
Colby Hawk (Old)	Asst. Coach	1.00	24,256					No	No	No	24,256	
Kyle Blackwell (New)	Asst. Coach	1.00	16,154					No	No	No	16,154	
Allen Balmer	Asst. Coach	1.00	44,528					No	No	No	44,528	
Cross-Country												
Mike Collins	Head Coach	0.25	12,406	2,000				No	No	No	12,406	2,000
Cyrus Hall	Asst. Coach	0.25	7,574					No	No	No	7,574	
Track												
Mike Collins	Head Coach	0.25	12,406					No	No	No	12,406	
Cyrus Hall	Asst. Coach	0.25	7,574					No	No	No	7,574	
Tennis												
Kai Fong	Head Coach	0.50	25,325					No	No	No	7,091	18,234
Golf												
Paul Thompson	Head Coach	0.23	8,062					No	No	No	8,062	
Clifford Carrick	Asst. Coach	0.09	3,000					No	No	No		3,000
Fred Noland	Asst. Coach	0.02	750					No	No	No		750

Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2015 Actual Compensation
Page 2

Depart/Name/Title	Compensation				Contract Bonus			Perks		Multi-Yr Contract	All Compensation			
	FTE	Base Salary	Camps/ Clinics	Media & Other	Equip Co	Grad Rate	Winning Perform.	Other	Club Mbership		Car	State Approp.	Program Revenue	All Other
Women's Sports														
Basketball														
Brian Orr		Head Coach	1.00	51,650	4,275				No	Yes	No	51,650	4,275	
Mark Bial		Asst. Coach	0.10	3,333					No	No	No		3,333	
Cross-Country														
Mike Collins		Head Coach	0.25	12,406	2,000				No	No	No	12,406	2,000	
Cyrus Hall		Asst. Coach	0.25	7,573					No	No	No	7,573		
Track														
Mike Collins		Head Coach	0.25	12,406					No	No	No	12,406		
Cyrus Hall		Asst. Coach	0.25	7,573					No	No	No	7,573		
Volleyball														
Latoya Harris		Head Coach	1.00	45,080					No	Yes	No	45,080		
Tennis														
Kai Fong		Head Coach	0.50	25,325					No	No	No	7,091		18,234
Golf														
Paul Thompson		Head Coach	0.36	12,092					No	No	No	12,092		
Clifford Carrick		Asst. Coach	0.09	3,000					No	No	No		3,000	
Fred Noland		Asst. Coach	0.02	750					No	No	No		750	

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2016 Estimated Compensation**

Depart/Name/Title	FTE	Compensation			Contract Bonus		Other		Multi-Yr Contract	All Compensation			Base Salary Annualized Change	
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.		Car	State Approp.	Program Revenue		All Other
Athletic Administration														
Gary Picone	1.00	76,762						No	Yes	No	68,318		8,444	5%
Brooke Cushman	1.00	59,312						No	Yes	No	23,132		36,180	3%
Tracy Collins	1.00	42,203	2,800					No	No	No	42,203	2,800		6%
Paul Thompson	0.31	11,221						No	No	No	11,221			3%
Matt Breach (Old)	1.00	8,463						No	No	No	8,463			Resigned
Alexandria Canfield (New)	1.00	31,921						No	No	No	31,921			New
Kristina Keener	1.00	38,775						No	No	No	38,775			New
Alexandria Canfield (Old)	1.00	4,973						No	No	No	1,691		3,282	Resigned
Deanne Shirley (New)	1.00	26,107						No	No	No	8,876		17,231	New
Men's Sports														
Basketball														
Brandon Rinta	1.00	50,826	20,000			500	500	No	Yes	No	51,826	20,000		5%
Austin Johnson	0.14	5,000	5,175					No	No	No		10,175		0%
Baseball														
Jeremiah Robbins	1.00	62,846				1,500	500	No	Yes	No	64,846			3%
Kyle Blackwell (New)	1.00	35,901						No	No	No	35,901			New
Allen Balmer	1.00	45,908						No	No	No	45,908			3%
Cross-Country														
Mike Collins	0.25	12,828	2,100			500	250	No	No	No	13,578	2,100		3%
Cyrus Hall	0.25	9,048						No	No	No	9,048			New
Track														
Mike Collins	0.25	12,827				500		No	No	No	13,327			3%
Cyrus Hall	0.25	9,048						No	No	No	9,048			New
Tennis														
Kai Fong	0.50	26,186						No	No	No	7,332		18,854	3%
Golf														
Paul Thompson	0.23	8,336				500		No	No	No	8,836			3%
Fred Noland	0.07	2,500						No	No	No		2,500		New

Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2016 Estimated Compensation
Page 2

Depart/Name/Title	FTE	Compensation			Contract Bonus		Perks		Multi-Yr Contract	All Compensation			Base Salary Annualized Change
		Base Salary	Camps/Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership		Car	State Approp.	Program Revenue	
Women's Sports													
Basketball													
Brian Orr	1.00	53,406	8,250		500	500	No	Yes	No	54,406	8,250		3%
Aubree Callen	0.28	10,000					No	No	No		10,000		New
Cross-Country													
Mike Collins	0.25	12,828	2,100		500	250	No	No	No	13,578	2,100		3%
Cyrus Hall	0.25	9,047					No	No	No	9,047			New
Track													
Mike Collins	0.25	12,828			500		No	No	No	13,328			3%
Cyrus Hall	0.25	9,047					No	No	No	9,047			New
Volleyball													
LaToya Harris	1.00	46,477					No	Yes	No	46,477			3%
Vacant							No	No	No				Vacant
Tennis													
Kai Fong	0.50	26,186			500	500	No	No	No	8,332		18,854	3%
Golf													
Paul Thompson	0.36	12,504					No	No	No	13,504			3%
Fred Noland	0.07	2,500					No	No	No		2,500		New

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

SUBJECT

Presentation by staff on progress of Outcomes-Based Funding (OBF) team

REFERENCE

October 2015	Discussions by the Business Affairs and Human Resources (BAHR) Committee with Financial Vice Presidents on formation of a team to explore the possibility of an Outcomes-Based Funding approach for possible implementation as part of FY2018 budget request.
December 2015	Official kick-off meeting of OBF team. Presentation by facilitator for National Center for Higher Education Management Systems (NCHEMS).
January 2016	OBF team meeting to discuss general approaches and possible models/methods for developing an OBF approach.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.

BACKGROUND/DISCUSSION

The BAHR Committee invited Board staff to work with the institutions and community colleges to develop a proposal to replace the Enrollment Workload Adjustment process (described in Board Policy V.S.2) with an Outcomes-Based Funding (OBF) approach which might go into effect as part of the FY2018 annual budget request. An interdisciplinary team (consisting of financial and academic officers) from the colleges and universities has been formed, and early work is underway to determine approaches that might be used in developing an initial OBF request for the next Legislative session. Board staff will provide an overview of the preliminary work which has taken place to date.

The current Enrollment Workload Adjustment (EWA) process is relatively complex and has not always enjoyed full support by state policy makers during the annual appropriation process. Transitioning to an OBF system may provide a vehicle which may be better supported and understood by policy makers and participants, more closely linked to the Board's 60% goal, more effective as an incentive to encourage degree completion, and more acceptable to policy makers as a means of linking funding to performance.

IMPACT

The near-term objective of the OBF effort is to deploy a simple baseline proposal for FY2018 which, if approved by policy makers, could be refined to add additional dollars and incentives targeted at strategic programs and student groups in future budget years. This effort is still in the very early conceptual phase. The overview from staff will provide general information to the Board on efforts to date, and provide an opportunity for questions and discussion, if desired.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item will consist of an informational presentation by Board staff on the progress of the OBF planning team to apprise Board members of work to date and to facilitate discussion.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

SUBJECT

Board Policy V.R. – Establishment of Fees – first reading

REFERENCE

June 2010	Idaho State Board of Education (Board) considered first reading of a differential fee policy. Motion failed.
August 2010	Board considered first reading of a differential fee policy. Motion failed.
October 2010	Board considered first reading of a differential fee policy. Motion failed.
December 2014	Board approved second reading of amendments to Policy V.R. authorizing summer bridge program and online program fee.
December 2015	Idaho State Board of Education approved second reading of amendment to Policy V.R. authorizing in-service teacher educator fees, online program fees and established independent study fee.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.

BACKGROUND/DISCUSSION

The Business Affairs and Human Resources (BAHR) Committee and Financial Vice Presidents have been considering the mechanics and possible merits of “differential” and/or “cost-based” fees for several years. The institutions were polled to determine if there were any programs which might be presented as candidates as test beds for more flexible pricing approaches for the upcoming academic year (2016-2017). Boise State University (BSU) is the only respondent at this point, and has asked for permission to present two differential fee programs for consideration. The proposed fee programs do not meet all of the criteria currently listed for “professional fee” programs in Policy V.R.

Staff has prepared an amendment to V.R. which, if approved, would enable tests of expanded application of two specific types of differential fees to be tested, on a case-by-case basis, while avoiding waivers to current Board policy. Two trial scenarios which would be permitted under the amended policy include:

- Specific programs within the engineering disciplines which meet all other criteria established within Board policy for “Professional Fee” eligibility with the exception of credentialing and/or licensing being a requirement to practice the profession.
- “High cost” programs which, absent the flexibility to generate additional fees, are constrained from hiring and retaining the skilled faculty needed to deliver a top quality program.

IMPACT

The proposed policy amendments would increase the flexibility of the current professional fee criteria to permit trial runs with two programs which represent two

BUSINESS AFFAIRS AND HUMAN RESOURCES
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aspects of pricing considerations for professional programs (specialized professional training for which licensure is not mandatory, and high cost programs which require additional funding to sustain top quality). Under the more flexible criteria, the Board will continue to have approval authority over any proposals for professional fees, the earliest of which is not anticipated until the April 2016 Board meeting.

ATTACHMENTS

Attachment 1 – Section V.R. – 1st Reading

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STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment would enable institutions to respond to the BAHR Committee's invitation to forward any particularly worthy new candidates for differential/cost-based fees to the Board for consideration at the April tuition and fee setting meeting. This approach preserves the Board's current prerogative to approve special fee requests on a case-by-case basis. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

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~~December 2015~~ April 2016

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities under the governance of the Board (the community colleges are included only as specified).

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in the unrestricted fund.

i. Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College. Tuition includes, but is not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of tuition, facility fee, technology fee and activity fee.

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees,

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spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii. In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

a) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school;

b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

ix. Transcription Fee

A fee may be charged for processing and transcribing credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. This fee may also be charged for transcribing demonstrable technical competencies.

x. Online Program Fee

a) An online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of

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resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

- b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees

To designate a professional fee for a Board approved academic program, *all* of the following criteria must be met:

a) Credential or Licensure Requirement:

1) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge, including professional service— for which credentialing or licensing may be required. For purposes of this fee, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master’s, specialist or doctoral degree as defined in policy III.E.1.

2) The program leads to a degree ~~where the degree is~~ which provides at least the minimum capabilities required for entry to the practice of a profession.

b) Accreditation Requirement: The program:

- 1) is accredited,
- 2) is actively seeking accreditation if a new program, or
- 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of delivering the professional program at an appropriate level of instructional quality significantly exceeds the cost to deliver non-professional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.

d) The program may include support from appropriated funds.

e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.

f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.

g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

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v. Self-Support Academic Program Fees

- a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master’s, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
- 1) An institution shall follow the program approval guidelines set forth in policy III.G.
 - 2) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
 - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
 - 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
 - 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall review Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.

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e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

ix. Dual Credit Fee

High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

xi. Independent Study in Idaho

A fee may be charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding, and shall operate alone on revenue generated through ISI student registration fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

The following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these local fees to the Board upon request.

i. Continuing Education

Continuing education fee is defined as the additional fee to continuing education students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in the unrestricted fund.

iii. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for professional-technical courses shall be directly related to the skill or trade being taught.

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SUBSECTION: R. Establishment of Fees

~~December 2015~~ April 2016

- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.
- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.

iv. Processing Fees, Permits and Fines

- a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.
- b) Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All processing fees, permit fees and fines are established and become effective in the amount and at the time specified by the chief executive officer, and shall be reported to the Board upon request.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

BOISE STATE UNIVERSITY

SUBJECT

Purchase of City Center Office/Classroom Condo

REFERENCE

June 2014	The Idaho State Board of Education (Board) approved City Center Lease/Purchase Agreement.
October 2015	The Board approved purchase of tenant improvements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2

BACKGROUND/DISCUSSION

In June 2014 the Board approved Boise State University's (BSU) Facility Lease and Purchase Agreement (Agreement) with Gardner Company (Gardner) for the City Center project wherein BSU's Computer Science (CS) program will share occupancy with industry partners including Clearwater Analytics. Placement of the CS program downtown will result in a premier academic experience and provide collaborative opportunities for both student and faculty research with multiple technology companies.

In October 2015 BSU requested and the Board approved Boise State's \$2.763 million acquisition of the facility's tenant improvements (TI). This action provided BSU reduced pricing as set forth in the First Amendment to the Agreement.

The Agreement provides for BSU's acquisition of the facility either by an initial payment equal to the negotiated purchase price, or by financing the acquisition through lease financing, where after 21 payments to Gardner BSU receives free and clear title to the facility, subject to the condominium association bylaws (see attached bylaws). BSU has evaluated the cost of each option and recommends proceeding with the purchase of the facility for the negotiated purchase price.

Amendment 3 to the Agreement provides the notice and terms for this acquisition. Following execution of the purchase the facility will be owned and operated by BSU, subject to the rules set forth in the condominium bylaws.

IMPACT

As detailed in the original Agreement and First Amendment, the reduced purchase price for the facility is \$6,422,667. This price is valid given the October 2015 Board approval to purchase the facility's tenant improvements.

BSU will use designated institutional reserves for this purchase; no new debt will be issued.

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BSU has performed a financial analysis and highly recommends the immediate purchase of the City Center facility. The sum of all estimated lease finance payments is over \$14 million, with a present value of about \$10 million; therefore, the initial purchase price of \$6.423 million is advantageous to BSU. The cost avoidance of lease financing payments results in an internal rate of return of 8.4% based on our purchase price.

ATTACHMENTS

Attachment 1 - Amendment 3, Purchase Option	Page 3
Attachment 2 - Amended and Restated Condominium Bylaws	Page 7
Attachment 3 - Amended and Restated Master Declaration	Page 17

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to execute its purchase option for condominiums (currently identified as Suites 140, 150, 200 and 300 at 777 W. Main Street, Condo Units: 1D, 1E, 2A, 3A and 3B) within the Clearwater Building and Centre Building, as described in the Lease Agreement between City Center Plaza Education, LLC and the State of Idaho By and Through Idaho State Board of Education and hereby delegate to the Vice President for Finance and Administration the authority to execute the needed documents and payments for an amount not to exceed \$6,422,667.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**THIRD AMENDMENT TO LEASE AGREEMENT; ELECTION TO PURCHASE; AND
WAIVER AND RELEASE OF CLAIMS**

THIS THIRD AMENDMENT TO THIS LEASE AGREEMENT AND ELECTION TO PURCHASE (“**Amendment**”) is made and entered into as of this ____ day of February, 2016, by and between CITY CENTER PLAZA EDUCATION, LLC (“**Landlord**”), and IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY (“**Tenant**”).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 30, 2014 (the “**Lease**”) pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Tenant, the Leased Premises (as defined in the Lease Agreement);

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease Agreement dated December 19, 2014 (“**First Amendment**”), whereby they made certain amendments to Exhibit “C” to the Lease relating to Landlord contracting for architectural and engineering work;

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement dated _____, 2016 to finalize plans and specifications for the construction of the Leased Premises; to modify certain provisions of the Lease to reflect the actual configuration, size, and design of the Leased Premises; to provide for the definition of certain terms including “Cost of Finish Construction,” “Finish Fee,” and “Excess Tenant Finish Costs;” and to clarify Landlord’s responsibilities in constructing Tenant’s improvements (“**Second Amendment**”); and

WHEREAS, Tenant intends purchase the Leased Premises upon the completion of the construction of the tenant improvements and issuance of a certificate of occupancy for the Leased Premises in accordance with Sections 2.4 and 22.20 of the Lease and Annex A thereto, which provides for a purchase price of \$6,422,667 upon Tenant’s election to fund the cost of construction of the tenant improvements and on the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agrees as follows:

AGREEMENT

1. Amendment to 22.20. Section 22.20 is hereby deleted in its entirety and amended as follows:

22.20 Option to Purchase upon Issuance of Certificate of Occupancy. Tenant shall purchase the Leased Premises upon receiving a certificate of occupancy for the Leased Premises. Within thirty days prior to the anticipated date of issuance

of the certificate of occupancy for the Leased Premises, Landlord and Tenant shall enter execute a purchase agreement on terms and conditions acceptable to both Tenant and Landlord, but otherwise consistent with the requirements of this Section 22.20. Neither party shall unreasonably condition, withhold, or delay their approval and execution of the purchase and sale agreement. Tenant's purchase of the Leased Premises shall be subject to all matters of record and any matters, which may be disclosed by an accurate survey of the Leased Premises. Tenant shall be required to pay all costs and expenses incurred in connection with the purchase of the Leased Premises, including, without limitation, all title, survey, escrow and recording costs. The Leased Premises will be conveyed from Landlord to Tenant pursuant to a special warranty deed. The purchase price for the Leased Premises shall be \$6,422,667 (the "Purchase Price"), which amount is in addition to the Cost of Finish Construction and the Finish Fee, payable in accordance with the Second Amendment in the aggregate amount of up to \$3,013,400, plus any additional Excess Tenant Finish Expenses approved in accordance with Exhibit "C". Landlord shall only be required to make such warranties as set forth in the Special Warranty Deed attached hereto as Exhibit "H" pursuant to which Landlord will convey the Leased Premises to Tenant.

2. Mutual Waiver and Release of Claims.

The Parties agree that the aggregate purchase price for the Leased Premises, including the Purchase Price, Cost of Finish Construction and the Finish Fee, shall not exceed 9,436,067 (the "Aggregate Purchase Price").

By executing this Third Amendment, and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, on its own behalf and on behalf of its predecessors, successors, governing bodies, affiliates, agents and assigns, and any person it represents, hereby waives and releases and shall be enjoined from prosecuting any Claims against Tenant or its predecessors, successors, governing bodies, affiliates, directors, officers, attorneys, employees, agents, insurers and assigns relating either directly or indirectly to the Aggregate Purchasing Price, including without limitation the Purchase Price of the Leased Premises, the payment amount for the Tenant Improvements or other payment amounts due for the construction or acquisition of the Leased Premises.

By execution of this Third Amendment, and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant, on its own behalf and on behalf of its predecessors, successors, governing bodies, affiliates, agents and assigns, and any person it represents, hereby waives and releases and shall be enjoined from prosecuting any Claims against Landlord or its predecessors, successors, governing bodies, affiliates, directors, officers, attorneys, employees, agents, insurers and assigns either directly or indirectly relating to the Aggregate Purchasing Price, including without limitation the Purchase Price of the Leased Premises, the payment amount for the Tenant Improvements or other payment amounts due for the construction or acquisition of the Leased Premises.

For purposes of this section, “Claims” shall mean any and all claims, counterclaims, actions, rights, demands, suits, matters, issues, causes of actions, and demands of any kind and of whatever nature or character, whether currently known or unknown, whether asserted or unasserted, or whether accrued, actual, contingent, latent or otherwise, made or brought for the purpose of recovering damages or any other relief of any kind.

Notwithstanding the foregoing, in the event that there are any Excess Tenant Finish Costs, approved and incurred pursuant to the Second Amendment, Tenant shall remain liable for such Excess Tenant Finish Costs, regardless of its payment of the Aggregate Purchase Price and the mutual waiver and release set forth above.

3. Any and all other terms and provisions of the Lease are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraph. Except as expressly modified and amended hereby, all other terms and conditions of the Lease shall continue in full force and effect.

4. This Amendment contains the entire understanding of Tenant and Landlord and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

5. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

6. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

7. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first set forth above.

LANDLORD:

CITY CENTER PLAZA EDUCATION, LLC, an
Idaho limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited
liability company

By: _____

Name:

Title:

TENANT:

IDAHO STATE BOARD OF EDUCATION BY
AND THROUGH BOISE STATE UNIVERSITY,
a governmental subdivision of the State of Idaho
and a body corporate with all the powers of a public
or quasi-public corporation

By: _____
Name:
Title:

**AMENDED AND RESTATED BYLAWS
OF
US BANK PLAZA CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
PLAN OF UNIT OWNERSHIP**

SECTION 1.1 NAME AND LOCATION.

These are the Amended and Restated Bylaws of the US Bank Plaza Condominium Association, Inc. (hereinafter the “**Association**”). The US Bank Plaza Condominium project (hereinafter the “**Project**”) is located in the City of Boise, Ada County, Idaho. The location of the Project is more specifically described in the Declaration (hereinafter defined).

SECTION 1.2 PRINCIPAL OFFICE.

The principal office and place of business of the Association in the State of Idaho is and shall be located at 101 S. Capitol Boulevard, Suite 1700, Boise, Idaho 83702.

SECTION 1.3 PURPOSES.

This Association is formed to be the management body as permitted by the provisions of the Idaho Condominium Property Act, Chapter 15, Title 55, Idaho Code. The Association shall actively foster, promote and advance the interest of the Unit Owners within the Project.

**ARTICLE II
DIRECTORS**

SECTION 2.1 BOARD OF DIRECTORS.

The affairs of the Association shall be governed by a Board of Directors, which shall be composed initially of a minimum of three (3) directors from among the Owners, which number shall be increased consistent with Article VII of the Declaration.

SECTION 2.2 POWERS AND DUTIES.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those which by law or by the Declaration or by these Bylaws or by the Articles (hereinafter defined) may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) the operation, management, construction, replacement, alteration, care, upkeep and maintenance of the Common Area (except for such Limited Common Areas that are to be maintained by an Owner or some of the Owners pursuant to the Declaration) and other elements and areas common to all Units consistent with the Declaration;

(b) the provision of certain facilities, services and other benefits to the Owners consistent with the Declaration;

(c) the administration and enforcement of the covenants, conditions, restrictions, reservations and easements created by the Declaration and other instruments for the benefit of the Project consistent with the Declaration;

(d) the entering into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with or without the vote or consent of the Owners, Mortgagees, insurers or guarantors of Mortgages, or of any other Person for facilities and services that serve the Association consistent with the Declaration;

(e) the determination of common expenses required for the affairs of the Association, including, without limitation, the operation, repair, management, alteration and maintenance of the Common Area consistent with the Declaration;

(f) the levy and collection of assessments from the Members, consistent with the Declaration;

(g) the employment and dismissal of the personnel necessary for the maintenance and operation of the Association and the Common Area consistent with the Declaration;

(h) the adoption and amendment of rules and regulations covering the details of the operation and the use of the Common Area and the common property of the Association consistent with the Declaration;

(i) the opening of a bank account on behalf of the Association and designation of the signatory required therefore, and making all payments hereafter, consistent with the Declaration;

(j) the purchasing and maintaining insurance covering the Common Area and other property owned, maintained or controlled by the Association consistent with the Declaration;

(k) the making of repairs, additions, restorations, maintenance or alterations to the Common Area after damage or destruction by fire or other cause or as a result of condemnation or eminent domain proceedings consistent with the Declaration;

(l) any action that it deems necessary or appropriate to protect the interests and general welfare of the Owners consistent with the Declaration;

(m) the execution and recordation, on behalf of all Owners, of any amendment to the Declaration or the Parcel Map which has been approved by the vote or consent necessary to authorize such amendment consistent with the Declaration; and

(n) the exercise of all of the powers and privileges necessary or appropriate to perform all duties of the Association which are to be assumed and performed by the management body as permitted by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code (“Act”), contemplated by the Articles and as permitted by and consistent with the Declaration.

SECTION 2.3 MANAGING AGENT AND MANAGER.

The Board of Directors may employ for the Association a person or entity at a level of compensation established by the Board of Directors to perform such duties and services as the Board of

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

ATTACHMENT 2

Directors shall authorize consistent with Article VIII of the Declaration, delegating such powers as may be reasonably necessary in performance of its duties.

SECTION 2.4 ELECTION AND APPOINTMENT OF DIRECTORS AND TERM OF OFFICE.

The number and manner of election or appointment of Directors, as well as their term of office shall occur consistent with Article VII of the Declaration.

SECTION 2.5 REMOVAL OF DIRECTORS.

The removal of Directors shall occur consistent with Article VII of the Declaration.

SECTION 2.6 VACANCIES.

Vacancies shall be filled consistent with Article VII of the Declaration.

SECTION 2.7 REGULAR MEETINGS OF THE BOARD OF DIRECTORS.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director by personal service or by first class or registered mail no fewer than ten (10) days (or if notice is delivered by other than personal service or first class or registered mail, thirty (30) days) nor more than sixty (60) days before the day designated for such meeting. All meetings shall be held consistent with the Declaration.

SECTION 2.8 SPECIAL MEETINGS OF THE BOARD OF DIRECTORS.

Special meetings of the Board of Directors may be called by the president on no fewer than ten (10) days (or if notice is delivered by other than personal service or first class or registered mail, thirty (30) days) nor more than sixty (60) days' notice to each director, given personally or by first class or registered mail, which notice shall state the time and place and purpose of the meeting. The special meetings of the Board of Directors shall be called by the president or secretary in a like manner and on like notice on the written request of at least two (2) directors. All meetings shall be held consistent with the Declaration.

SECTION 2.9 WAIVER OF NOTICE.

Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 2.10 QUORUM OF BOARD OF DIRECTORS.

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the

meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 2.11 COMPENSATION.

No compensation shall be paid to the Board of Directors except as may be established by the Members of the Association.

SECTION 2.12 LIABILITY AND INDEMNIFICATION OF DIRECTORS, OFFICERS, MANAGER AND MANAGING AGENT.

The directors and officers shall not be liable to the Association or the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, officers, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his/her duties. The breadth and scope of this Section 2.12, shall be limited to the extent necessary to be consistent with the provisions of the Declaration.

**ARTICLE III
MEMBERSHIP**

SECTION 3.1 MEMBERSHIP.

Membership in the Association shall be as set forth in the Declaration

SECTION 3.2 RIGHTS OF MEMBERSHIP.

The Owners shall have all rights as Members as set forth in the Declaration. Otherwise, governance of the Association shall be exercised exclusively through the Board of Directors, consistent with the Declaration.

SECTION 3.3 VOTING RIGHTS.

Voting rights of Members shall be exercised consistent with Article VII of the Declaration.

SECTION 3.4 EXCLUSIVE RIGHTS OF THE DECLARANT.

Notwithstanding anything in the Declaration or these Bylaws to the contrary, during the Declarant Control Period, the Declarant shall have the right, power and authority set forth in the Declaration and to act consistent with the Declaration. This exclusive right shall expire automatically at the end of the Declarant Control Period.

SECTION 3.5 ANNUAL MEETING.

The annual meeting of Members shall be held on the 1st day of March of each year at 10 o'clock a.m. (Mountain Time), or at such other reasonable time as may be designated by the Board of Directors. At such meetings the Board of Directors shall be elected by a majority vote of the Members in accordance with the requirements of the Articles and these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

SECTION 3.6 PLACE OF MEETINGS.

The meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

SECTION 3.7 SPECIAL MEETINGS.

A special meeting of the Members may be called at any reasonable time and place by notice of the Board or by the Members having ten percent (10%) of the total votes and delivered to all other Members not less than fifteen (15) days prior to the date fixed for said meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at the special meeting except as stated in the notice.

SECTION 3.8 NOTICE OF MEETINGS.

It shall be the duty of the secretary to mail (or, in the case of a special meeting called by notice from the Members having ten percent (10%) of the total votes, it shall be the duty of those Members to mail), by first class mail, a notice of each annual or special meeting of the Members at least ten (10) days but not more than sixty (60) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the building or at such other address as such Member shall have designated by notice in writing to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service and notice.

SECTION 3.9 ADJOURNMENT OF MEETINGS.

If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was scheduled.

SECTION 3.10 ORDER OF BUSINESS.

The order of business at all meetings of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers;
- (e) Report of Board of Directors;
- (f) Report of committees;
- (g) Election of inspectors of election (when so required);
- (h) Unfinished business;
- (i) New business.

SECTION 3.11 VOTING.

All voting shall be undertaken consistent with the Declaration.

SECTION 3.12 QUORUM.

Except as otherwise required by law, the presence at any meeting, in person, by proxy, by mailed written ballot or by absentee ballot, of the authorized representative of the Member representing at least thirty-five percent (35%) of the total votes of all Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting.

SECTION 3.13 MAJORITY VOTE.

The affirmative vote of a majority of all votes represented at the meeting, in person or by proxy, and entitled to vote on the matter at a meeting at which a quorum is present shall be required for all decisions of the Members and shall be binding upon all Members for all purposes, unless the vote of a greater or lesser number is required by law, the Articles, the Declaration or these Bylaws.

**ARTICLE IV
OFFICERS**

SECTION 4.1 DESIGNATION.

The principal officers of the Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in its judgment may be necessary. All officers shall be members of the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

SECTION 4.2 ELECTION OF OFFICERS.

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

SECTION 4.3 REMOVAL OF OFFICERS.

Upon the affirmative vote of a majority of the directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4.4 PRESIDENT.

The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the Act, including, but not limited to, the power to appoint committees among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct and affairs of the Association.

SECTION 4.5 VICE PRESIDENT.

The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other director to act in the place of the president on an interim basis. The vice president shall also perform such other duties as from time to time may be imposed upon him by the Board of Directors or by the president.

SECTION 4.6 SECRETARY.

The secretary shall keep the minutes of all meetings of the members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; he shall authenticate records of the Association; and he shall, in general, perform all the duties incident to the office of secretary of a corporation organized under the Act.

SECTION 4.7 TREASURER.

The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all money and other valuable effects in the name of the Board of Directors, or the managing agent, in such deposit as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of the treasurer of a corporation organized under the Act.

SECTION 4.8 AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, checks and other instruments of the Association shall be executed by the president and either the vice president, secretary or treasurer.

SECTION 4.9 COMPENSATION OF OFFICERS.

No officer shall receive any compensation from the Association for acting as such, except as may be established by the Board of Directors.

**ARTICLE V
OPERATION OF THE PROPERTIES**

SECTION 5.1 BUDGET AND PAYMENT OF ASSESSMENTS.

The Board of Directors shall prepare an estimated budget based upon the maintenance and management obligations as more specifically set forth in and consistent with the Declaration. Thereafter, the Board of Directors shall make such Assessments as are required under and consistent with the Declaration. All Members shall be obligated to pay the Assessments levied by the Board of Directors as more fully detailed in and consistent with the Declaration; and the Board of Directors is hereby empowered to take all of the steps and exercise all of the powers provided by and consistent with the Declaration regarding assessments.

SECTION 5.2 INSURANCE.

Consistent with the provisions of the Declaration, the Board of Directors shall obtain and maintain to the extent that they deem desirable any insurance upon any Common Area or other property owned by the Association, or otherwise, and in addition the Board of Directors shall be required to obtain and maintain workmen's compensation insurance if required for any employee of the Association.

SECTION 5.3 ABATEMENT AND ENJOINMENT OF VIOLATIONS OF MEMBERS.

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any bylaw contained herein, or the breach of any of the rules, regulations and restrictions enacted in connection herewith or hereby ratified, or any violation of any provision of the Declaration, shall permit the Board of Directors to exercise all powers and rights it possesses consistent with the Declaration to permit it to abate, enjoin, or correct such.

SECTION 5.4 RIGHT TO ACCESS.

The right of Members to enter and access the Common Area shall be undertaken consistent with the Declaration (including the Limited Common Areas unless such Limited Common Area is designated for the Unit owned by such Member or where such Limited Common Area is designated for multiple Units). This right to access shall include the rights of ingress and egress to the Common Area; provided, however, that said right to access and ingress and egress shall not be exercised to the detriment of any other Member or to the Association.

SECTION 5.5 RULES AND REGULATIONS.

The Board of Directors may make such Rules and Regulations consistent with the Declaration.

SECTION 5.6 STATEMENT OF ACCOUNT.

Upon ten (10) days' written notice to the Board of Directors and the payment of a fee, if any, reasonably required by the Board, or the manager designated by the Board of Directors pursuant to Section 2.3 above, any Member requesting a statement of account shall be provided such a statement of account for the amount of any unpaid assessments or other charges due and owing from such Member.

SECTION 5.7 MAINTENANCE.

All Members shall utilize and maintain their Units, appurtenant Limited Common Area and the Common Area consistent with the Declaration.

**ARTICLE VI
AMENDMENT TO BYLAWS**

SECTION 6.1 AMENDMENT TO BYLAWS.

These Bylaws, and every part hereof, may from time to time and at any time be amended, altered, repealed, and new or additional Bylaws may be adopted by a eighty percent (80%) of vote of the Board of Directors; or by the affirmative vote of the Members holding at least eighty (80%) of the votes represented at the meeting and entitled to vote on the matter; provided, however, that (i) the Board of

Directors may not adopt a Bylaw or amendment hereto changing the authorized number of directors except as consistent with Article VII of the Declaration, or (ii) if the Members make, amend or repeal any Bylaw, the Board of Directors may not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action. No amendment to the Bylaws shall be inconsistent with the Declaration

**ARTICLE VII
DECLARATION AND ARTICLES**

SECTION 7.1 DECLARATION AND ARTICLES.

When used herein, the term “**Declaration**” means and refers to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for US Bank Plaza Condominiums dated _____, 20__ and recorded on _____, 20__ as Instrument No. _____, records of Ada County, Idaho, as the same may be amended from time to time. When used herein, the term “**Articles**” means the Articles of Incorporation of US Bank Plaza Condominium Association, Inc., filed of record with the office of the Secretary of State of the State of Idaho, as the same may be amended from time to time. Any capitalized terms herein shall have the same meaning and definition as set forth in the Declaration, unless specifically indicated to the contrary herein.

SECTION 7.2 ACTION WITHOUT A MEETING.

Any action which the Act, the Declaration or these Bylaws require or permit the Owners or directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the Owners or directors, shall be filed in the records of Minutes of the Association.

SECTION 7.3 CONFLICTS.

These Bylaws are intended to comply with the Act and the Declaration and to implement the Declaration. In case of any irreconcilable conflict, the Act and the Declaration shall control over these Bylaws or any rules and regulations adopted hereunder. All operations of the Project and actions by the Association shall be undertaken consistent with the Declaration.

SECTION 7.4 INVALIDITY; NUMBER; CAPTIONS.

The invalidity (if any part of these Bylaws is declared invalid by a court of competent jurisdiction) shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

ATTACHMENT 2

DATED this ____ day of _____, 2016

Ryan Cleverley, Director

Holt Haga, Director

David Wali, Director

DIRECTORS

Recording Requested By and
When Recorded Return to:
KC GARDNER RIVERWOODS, L.C.
Attn: Geoffrey Wardle
101 S. Capitol Boulevard, Suite 1700
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR US BANK PLAZA CONDOMINIUMS**

**ARTICLE I
DECLARATION OF INTENT**

KC GARDNER RIVERWOODS, L.C., ("**Riverwoods**"), a Utah limited liability company, and GARDNER PLAZA, LLC ("**Plaza**"), an Idaho limited liability company, together with their successors and assigns (collectively "**Declarant**"), make this Amended and Restated Declaration of Covenants, Conditions and Restrictions for US Bank Condominiums (as may be amended from time to time, the "**Declaration**"), which is further consented to by Valley Regional Transit, the regional public transportation authority organized under the laws of the state of Idaho for Ada and Canyon Counties ("**VRT**"), upon the basis of the following facts, understandings and intentions:

Section 1.1 Purpose for Amending and Restating Declaration. Riverwoods previously recorded the Plat Showing U.S. Bank Plaza Condominium on August 25, 2014, at Book 107 Pages 14862 through 14866, as Instrument No. 2014-069070, in the official records of Ada County, Idaho ("**Original Parcel Map**"), and also recorded the Master Declaration of Covenants, Conditions and Restrictions for U.S. Bank Plaza Condominium, recorded on August 25, 2014, as Instrument No. 2014-068941, in the official records of Ada County, Idaho ("**Original Declaration**"), which created two (2) condominium Units, identified as Unit A and Unit BB. Thereafter, Riverwoods conveyed Unit B to Plaza, retaining for itself Unit A. Riverwoods and Plaza now desire to amend and restate the Original Declaration, by amending it in its entirety (a) to annex into the US Bank Plaza Condominium certain subsurface parcels acquired by VRT from the Ada County Highway District ("**ACHD**") and the Capital City Development Corporation ("**CCDC**") ("**Subsurface Parcels**"), for construction of transit facilities (as described below); (b) to reflect the further division of Units A and B into additional Units; and (c) to provide a Declaration for the entirety of the Project, as defined below.

Section 1.2 Real Property; Project. Riverwoods, Plaza, and VRT own all the real property subject to this Declaration, all of which is located in the City of Boise, Ada County,

Idaho (the “**Real Property**”). The Real Property is more specifically described in Exhibits A-1, A-2, and A-3, attached hereto and incorporated herein. VRT has entered into a master development agreement with an affiliate of Riverwoods and Plaza (“**Declarant’s Affiliate**”) to construct a multimodal transit facility within a portion of the Real Property. Declarant’s Affiliate is currently constructing for Riverwoods, Plaza, and VRT a mixed-use commercial condominium development which consists of the following elements: (a) Unit A, which presently consists of an existing twenty story office building, and subsurface parking structure (“**US Bank Plaza**”); (b) Units B1, B2, and B3, which will include a multimodal transit center consisting of a subsurface transit facility, a surface access area, and certain other access easements (“**Multimodal Center**”); (c) Units 1A, 1B, 1C, 1D, 1E, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A which will include a nine story building and new retail outbuilding, with various units designated for retail, meeting, and office use (“**Clearwater Building**”); and (d) Units 1F, 1G, 1H, 1J, 1K, 1L, 2B, 2C, 3B, 3C, 4B, and 5B, which will include storage, vertical circulation, commercial kitchen, ballroom and meeting space, structured parking and retail elements (“**Centre Building**”). Collectively, US Bank Plaza, the Multimodal Center, the Clearwater Building, and the Centre Building are the “**Project**” and are referred to collectively as “City Center Plaza.” All improvements to the Real Property that are included within the Project are hereafter referred to as the “**Improvements**.”

Section 1.3 Declaration. The Real Property is subject to this Declaration. The purpose of this Declaration is to ensure that the Real Property is developed, managed and maintained consistent with the goals and objectives of Declarant and to create separate Units. This Declaration will be recorded to ensure that each Owner of a Unit participates in the maintenance and operation of the Common Area located upon the Real Property as set forth herein.

Section 1.4 Intention of Declarant. Declarant intends, subject to this Declaration (i) to create a condominium which shall include various Units and Common Areas as provided for in Chapter 15 of Title 55, Idaho Code (the “**Condominium Property Act**”); (ii) to operate and develop the Units thus created; (iii) to afford Declarant the flexibility in developing the Project and determining how the Project will be developed, marketed and maintained; and (iv) to allocate obligations for the various unique elements of the Project to the Owners within the Project for their respective Units. The utility and enjoyment of each Unit is dependent upon the establishment of easements and covenants for the common and joint government of the Common Area, Improvements, Real Property, and Project in a manner beneficial to all of the Units, all components thereof and all interests therein. Accordingly, Declarant desires to establish and create easements, covenants and restrictions to provide for the use, management, government and operation of the Units, as integral parts of a single architectural entity and as part of a common plan for the joint use and occupancy of each and every part of the Project and interest therein.

Section 1.5 Project Elements. The Project consists of construction on the Real Property of a mixed-use development consisting of multiple buildings and facilities identified above as the US Bank Plaza, the Centre Building, the Clearwater Building, and the Multimodal Center. To facilitate the development of the Project as envisioned by

Declarant, it is necessary to further identify the unique treatment of certain elements of the Project, which will be set forth in more detail herein.

Section 1.5.1 The Original Declaration and Original Parcel Map were necessary to create a developable parcel upon which a significant portion of the Project would be developed. This Declaration and the Parcel Map, attached hereto as Exhibit D, amend and replace in their entirety the Original Declaration and the Original Parcel Map.

Section 1.5.2 Certain Units will be owned by VRT and comprise the Multimodal Center, which includes surface and subsurface Units, appurtenant Limited Common Areas, and appurtenant access easements comprising the transit facility that will be owned and operated by VRT upon completion of construction subject to the provisions of this Declaration ("**VRT Units**").

Section 1.5.3 For purposes of this Declaration, and any subordinate declarations recorded in the future, Common Areas shall include all surface areas that are generally open without building improvements, provided, however, that pursuant to this Declaration, the VRT Units shall have no allocated interest in any of the surface Common Areas created hereunder. If the VRT Units were to have any interest in any portion of the Common Areas hereunder, then the maintenance and operation of the Common Areas potentially would be subject to additional governmental oversight and requirements. Accordingly, to the extent possible, those Common Areas that are appurtenant to the VRT Units and necessarily exclusive to the use and enjoyment of the VRT Units, shall be designated as Limited Common Area.

Section 1.5.4 Declarant recognizes that this Declaration, may have significant amount of overlap in the responsibilities delegated to the Association and Owners with an interest in or obligation for Limited Common Areas. This has been purposefully done by Declarant to ensure that all elements of the Project are integrated and functional. It is the intention of Declarant in developing the Property in the manner that it has, that the maintenance, operation and management of the Common Areas, the Association, and any Sub-Associations be done in the most cost effective manner possible so that no Unit will be subject to duplicative costs or expenses and that the efficiencies of managing the Project as a whole will benefit the Owners of the various Units. The Association and Sub-Associations created by this Declaration, as set forth in Article VII and Article X, and any future Sub-Associations created by a subordinate declaration shall coordinate their duties and responsibilities under any such instrument to ensure that such coordination occurs in a cost effective manner. Specific provisions regarding the maintenance and operation of the Project, including the Common Areas, Limited Common Areas, and unique shared service facilities are described in more detail below.

**ARTICLE II
ADDITIONAL DEFINITIONS**

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1 “**Allocation of Insurance Obligation**” shall mean, for each Unit, the Allocated Insurance Obligation set forth on Exhibit E-1.

Section 2.2 “**Allocation of Ownership Interest in Common Areas**” shall mean, for each Unit, the Allocated Ownership Interest in Common Area set forth for such Unit on Exhibit E.

Section 2.3 “**Allocated Share**” shall mean the respective share of the Units in costs and expenses incurred by the Association, based either on the Allocation of Insurance Obligation or the Allocation of Ownership Interest in Common Areas, as allocated and determined in accordance with Article IX below, as required pursuant to Section 55-1505(c) of the Condominium Property Act, and as set forth for the Association in Exhibit E-1, and for the Sub-Associations in Exhibits E-2, E-3, and E-4.

Section 2.4 “**Articles**” shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of State of the State of Idaho, a copy of which is attached hereto marked as Exhibit B and made a part hereof.

Section 2.5 “**Assessment**” shall mean a Periodic Assessment or Special Assessment levied and assessed pursuant to this Declaration.

Section 2.6 “**Association**” shall mean and refer to the US Bank Plaza Condominium Association, Inc., an Idaho nonprofit corporation formed to manage the interests of the Owners of the Units subject to this Declaration, and its successors and assigns.

Section 2.7 “**Association Documents**” shall mean and refer to this Declaration, the Parcel Map, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

Section 2.8 “**Association Easements**” shall mean easements granted to Owners and the Association for the benefit of its Members.

Section 2.9 “**Board of Directors**” or “**Board**” shall mean and refer to the governing body of the Association.

Section 2.10 “**Bylaws**” shall mean or refer to the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto marked as Exhibit C and made a part hereof.

Section 2.11 “**Centre Building Sub-Association**” shall mean and refer to the Centre Building Sub-Association, Inc., an Idaho nonprofit corporation formed to manage the interests of the Owners of the designated Units within the Centre Building as set forth in Article X subject to this Declaration, and its successors and assigns.

Section 2.12 “**Clearwater Building Sub-Association**” shall mean and refer to the Clearwater Building Sub-Association, Inc., an Idaho nonprofit corporation formed to

manage the interests of the Owners of the designated Units within the Clearwater Building as set forth in Article X subject to this Declaration, and its successors and assigns.

Section 2.13 “**Common Area**” shall mean, collectively, the entire Project, except the Units, as further limited by the provisions of Article I above. Common Area shall also include Limited Common Area, but such Common Areas shall be controlled and maintained as set forth herein.

Section 2.14 “**Condominium**” shall mean any Unit or all Units as meaning and context may require (collectively Units).

Section 2.15 “**Condominium Plan**” shall mean the Parcel Map for purposes of the Condominium Property Act, dividing the Project into a condominium regime.

Section 2.16 “**Declarant Control Period**” shall mean the period commencing as of the date of this Declaration and expiring on the earlier of (i) thirty (30) years following the recordation of this Declaration, or (ii) the date Declarant no longer retains a managing interest, directly or through a corporate affiliate, in a Unit in the Project.

Section 2.17 “**Default Interest Rate**” shall mean eighteen percent (18%) per annum.

Section 2.18 “**Designated Tenant**” shall mean any tenant of a Large Unit Member who has been designated by the Large Unit Member, to exercise the rights under this Declaration possessed by the Large Unit Member, including the right to appoint one Director under Section 7.4 below, as well as such other rights that are subject to execution by a Designated Tenant; provided however, that no tenant shall be qualified to be a Designated Tenant, unless both of the following qualifications are met: (a) such tenant occupies and leases Units created by this Declaration which Units have a total gross unit area of at least forty two thousand (42,000) square feet as set forth in Exhibit E-1 below, and (b) such tenant has been authorized by a Large Unit Member owning the Unit(s), in writing, to exercise the rights of the Large Unit Member, including those under Section 7.4. The power of a Large Unit Member to designate a Designated Tenant shall be exercised exclusively by the Owner that is a Large Unit Member and no tenant shall have any right to be a Designated Tenant without the written consent of an Owner that is a Large Unit Member. In designating a Designated Tenant, a Large Unit Member shall expressly identify any of its powers as an Owner that are not being conferred upon the Designated Tenant, and if such Large Unit Member fails to specifically identify retained powers but does designate a Designated Tenant, then it shall be deemed that the Large Unit Member has delegated all of its power and rights to the Designated Tenant, and such designation shall be recognized by the Association until such time as the Large Unit Member revokes such appointment by written notice to the Designated Tenant and Association. The Designated Tenant shall not have the power to consent to any amendment or modification to the Master Declaration, that being, to the extent required, a power reserved solely to the Large Unit Member as the Owner of the Unit.

Section 2.19 “**Eligible Mortgagee**” shall mean any Mortgagee of a Unit who has provided a written request to the Association (such request to state the name and address of such Eligible Mortgagee and the Unit to which its Mortgage relates), to be notified of any of the events listed in Section 17.2.

Section 2.20 “**First Mortgage**” shall mean any Mortgage that is not subordinate to any other monetary lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

Section 2.21 “**First Mortgagee**” shall mean a Mortgagee under a First Mortgage.

Section 2.22 “**Further Divided Unit**” shall mean a Unit further divided pursuant to a Sub Declaration as set forth in Article IV.

Section 2.23 “**Improvements**” shall mean all of the improvements defined in Section 1.2.

Section 2.24 “**Large Unit Member**” shall mean the Owner of any Unit or Units in the Project, whose Unit or Units, in the aggregate, have a gross unit area of at least forty two thousand (42,000) square feet as set forth in Exhibit E-1 below.

Section 2.25 “**Limited Common Area**” shall mean any portion of the Common Area allocated by the Association Documents or by operation of law for the exclusive use, operation and maintenance of one or more, but fewer than all, of the Units.

Section 2.26 “**Member**” shall mean and refer to a member in the Association or Sub-Association as applicable.

Section 2.27 “**Mortgage**” shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 2.28 “**Mortgagee**” shall mean any Person, partnership, corporation, trust, bank, savings and loan association, insurance company or other financial institution holding a recorded Mortgage securing payment of money other than this Declaration and liens for real estate taxes and assessments.

Section 2.29 “**Occupant**” shall mean the Owner of a Unit or interest therein and such Owner’s tenant or lessee.

Section 2.30 “**Owner**” or “**Owners**” shall mean or refer to the record holder or holders of title, if more than one, of a Unit or a portion thereof. This shall include any Person having title to any Unit, but shall not include contract sellers under an unrecorded installment land sale contract of any specific Unit. “Owner” shall not include Declarant unless Declarant otherwise qualifies as an “Owner” hereunder. If a Unit, or any portion thereof is sold under a recorded installment land sale contract to a purchaser, such contract purchaser, shall be considered the “Owner” for the purposes hereof. With respect to a Further Divided Unit, the term Owner shall mean the association of the

owners of the resultant new units created by the applicable Sub-Declaration and related documents. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such Person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.31 "**Parcel Map**" shall mean that certain Plat Showing Amended Plat for US Bank Plaza Condominiums filed at Book _____, Page _____ on _____, 20____, in the office of the County Recorder of Ada County, Idaho, a reduced copy of which is attached and marked as Exhibit D and made a part hereof, consisting of a plat of the Real Property showing a survey and legal description thereof, the location buildings with respect to the boundaries of the Real Property, together with the diagrammatic boundaries of each Unit, including horizontal and vertical locations and dimensions of all boundaries of each Unit and the Unit number identifying the Units, together with such other information as may be included therein in the discretion of Declarant.

Section 2.32 "**Parking Areas**" shall mean that portion of Unit A that is designated for parking and loading of vehicles by the Owner of Unit A.

Section 2.33 "**Parking Units**" shall mean Units 2C and 3C, which are constructed by Declarant for use as a parking garage within the Centre Building. The Parking Areas shall not be deemed to be Parking Units.

Section 2.34 "**Periodic Assessment**" is defined in Section 9.2.

Section 2.35 "**Person**" shall mean a natural Person, a corporation, a partnership, a limited liability company, an association, a trustee or other legal entity.

Section 2.36 "**Rules and Regulations**" shall mean the rules and regulations adopted by the Association, as may be supplemented and amended from time to time, for the regulation and management of the Project.

Section 2.37 "**Special Assessment**" is defined in Section 9.5.

Section 2.38 "**Special Declarant Rights**" shall mean all rights that Declarant reserves for itself in this Declaration.

Section 2.39 "**Sub-Association**" is an association governing any subordinate or distinct part of the Project, including (a) any Sub-Association provided for in Article X herein or (b) any Sub-Association created hereafter pursuant to a Sub-Declaration.

Section 2.40 "**Sub-Declaration**" is a declaration further dividing a Unit and creating a sub-association for the resulting newly created units that is subordinate to this Declaration consistent with the process defined in Section 4.18.4.

Section 2.41 “**Unit**” shall mean the separate ownership interest created pursuant to this Declaration as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, as shown and numbered on the Parcel Map, together with all fixtures and improvements therein contained. Notwithstanding the foregoing, the following are not part of a “Unit”: bearing walls, columns, floors, and roofs (except for the interior surfaces thereof within a Unit), foundations, shafts, central heating, ventilation and air conditioning systems, reservoirs, tanks, pumps, and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, and wires, except the outlets thereof when located within the Unit. The foregoing may however, be designated as Limited Common Area appurtenant to a Unit, however, pursuant to Article IV. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area as herein defined.

Section 2.42 “**Unit A Sub-Association**” shall mean and refer to the Unit A Sub-Association, Inc., an Idaho nonprofit corporation formed to manage the interests of the Owners of the designated Units within the US Bank Plaza as set forth in Article X subject to this Declaration, and its successors and assigns.

Section 2.43 “**User**” shall mean all Owners and Occupants of a Unit and all of their licensees, invitees, employees, independent contractors, customers and agents and any other Person who uses a Unit.

**ARTICLE III
STATEMENT OF INTENTION AND PURPOSE AND RESERVATION OF RIGHTS**

Section 3.1 Declaration. Declarant hereby declares that the Project and every part thereof, is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved, and otherwise affected in any manner, subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to Declarant and Declarant’s assigns and to all Persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained, as part of a common plan to regulate and govern the joint use and occupancy of the Project to enhance the value thereof and for other beneficial purposes.

Section 3.2 Reservation of Rights. Declarant, for itself and its successors and assigns, hereby reserves the right, but not the obligation:

Section 3.2.1 To complete the Project and related improvements indicated on the Parcel Map without limitation or interference by any Owner, the Association, subject to the existing contractual obligations that Declarant has entered into;

Section 3.2.2 To modify the design and configuration of the Project, any Unit, or any portion of the Project or Unit as it determines is desirable, subject to the existing contractual obligations that Declarant has entered into;

Section 3.2.3 To develop the Project on a schedule determined and established by Declarant, subject to the existing contractual obligations that Declarant has entered into;

Section 3.2.4 To create one or more sub-condominiums by dividing a Unit into a Further Divided Unit and organizing such Sub-Associations as it deems necessary to manage any new common area resulting from that process that is wholly within a Unit that is sub-condominiumized, all of which shall be undertaken pursuant to a Sub-Declaration, as authorized herein, and which is subordinate to this Declaration;

Section 3.2.5 To create other entities governing any portion of the Project as it determines is desirable, and to subject such Sub-Declarations, Sub-Associations, or other entities to such rules, standards and declarations as it determines appropriate;

Section 3.2.6 To regulate and control signage within the Project, to designate portions of the Common Area for placement of signage; and to allocate signage as it may direct, consistent with Section 11.12;

Section 3.2.7 To appoint or remove members of the Board as set forth in Article VII; and

Section 3.2.8 To subject all or a portion of the Project to alternative ownership structures or leases.

Declarant acknowledges that its exercise of the foregoing rights shall not modify the use and enjoyment of any Unit or the Limited Common Area appurtenant thereto from and after the conveyance of such Unit to an Owner in the future or unreasonably limit or modify such Owner's use and enjoyment of the Common Areas without the written consent of the Owners of such Units. Each Owner, however, taking title to a Unit from and after the recording of this Declaration shall be deemed to have acknowledged and agreed that due to the complexity of the Project, its mixed-use nature, and the interrelated elements of the Project that it shall not unreasonably withhold, condition, or delay any consent required hereunder to effectuate a reasonably necessary modification to the Declaration as set forth herein.

For the duration of the Declarant Control Period, this Section 3.2 shall not be subject to amendment except upon the express written consent of Declarant.

**ARTICLE IV
NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

Section 4.1 Estates of an Owner. The Project is hereby divided into a Condominium consisting of thirty (30) Units, as described above in Article I, and Common

Areas which are depicted on the Parcel Map. Each Unit shall also consist of an undivided interest in common in the Common Area in accordance with the Allocation of Interest in Common Area set forth in Exhibit E-1. The percentage of ownership interest in the Common Area, which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Condominium Property Act and for purposes of liability as, provided by Section 15-1515 of the Condominium Property Act shall be the Allocation of Ownership Interest in Common Areas set forth in Exhibit E-1. For the purpose of complying with Section 55-1505(c) of the Condominium Property Act, Declarant has determined that the best way to determine the value of each Unit is to base the allocated value upon the schedule set forth in Exhibit E-1. No Owner may alter its Unit, further divide or modify its Unit or relocate the boundaries between a Unit and an adjacent Unit, except as expressly provided by this Declaration and the Condominium Property Act. The Units are located within the real property described herein and within the easements and other interests ~~identified~~identified on the Parcel Map, including those Units, Common Area, and Limited Common Area, occupying air rights created and conveyed pursuant to that certain Declaration of Height Limitation, Encroachment Easement, Utility Easement, and Air Right Easement granting an easement for subsurface structural elements benefiting Unit B1 between Riverwoods and CCDC, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-060554 on July 29, 2014.

Section 4.2 Limited Common Area. In addition to the items set forth in Section 4.2.16 and Section 4.2.21, Limited Common Area shall consist of any portion of the Project, which is designed to be used exclusively by the Owners and Occupants of one or more particular Units but less than all Units. The Limited Common Area shall be used in connection with, and maintained separately by the Owner of such Unit to the exclusion of the use thereof by the other Owners except by invitation. Specific Limited Common Areas are further defined and addressed as follows:

Section 4.2.1 VRT Structure Limited Common Areas. Pursuant to Section 1.5 above, certain elements of the Project that constitute the physical structure creating the subsurface VRT Units and providing access thereto, have been constructed utilizing certain governmental funds that have resulted in additional governmental oversight for those elements of the Project. In recognition thereof, Declarant and VRT have determined that the shoring walls, shoring piles, demising walls, ceilings, floors, ramps and other facilities solely defining the VRT Units shall be Limited Common Area appurtenant to the VRT Units ("**VRT Structure Limited Common Area**"). Units B1, B2, and B3 will be owned by VRT and VRT shall be solely responsible for the maintenance, replacement, and repair of such VRT Structure Limited Common Areas, including any VRT Structure Limited Common Area, appurtenant to Units B1, B2, and B3, and subject to the easements created, rights granted, and property conveyed pursuant to the following agreements: (i) Cooperative Governmental Agreement between VRT and ACHD, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-75703 on September 16, 2014; (ii) Rampway Easement Agreement between VRT and ACHD, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-075701 on September 16, 2014; (iii) Access Easement Agreement between VRT and ACHD, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-075700 on

September 16, 2014; (iv) Quitclaim Deed, conveying property from ACHD to VRT, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-075699 on September 16, 2014; (v) Facility Easement Agreement between VRT and ACHD, recorded in the Official Records of Ada County, Idaho as Instrument No. 2015-116132 on December 22, 2015; (vi) Special Warranty Deed conveying property from CCDC to VRT, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-061159 on July 30, 2014; and (vii) Declaration of Height Limitation, Encroachment Easement, Utility Easement, and Air Right Easement granting an easement for subsurface structural elements benefiting Unit B1 between Riverwoods and CCDC, recorded in the Official Records of Ada County, Idaho as Instrument No. 2014-060554 on July 29, 2014. Additionally, whereas the surface areas above Units B2 and B3 will continue to be owned and maintained by ACHD and CCDC, the Project is being developed consistent with the requirements of the foregoing agreements, and VRT shall, upon completion of the Project, maintain Units B2 and B3 consistent with the foregoing agreements.

Section 4.2.2 VRT Exterior Facilities. Units B1, B2, and B3 are all benefited from exterior improvements, including the doors, plate glass windows, and signage at the ground level providing access to Unit B1 which would typically be Common Area (“**VRT Units Exterior Elements**”). For the reasons set forth in Section 1.5, the VRT Units Exterior Elements shall all be Limited Common Areas appurtenant to the VRT Units (“**VRT Units Exterior Elements Limited Common Areas**”). The adjoining VRT Unit shall be solely responsible for the maintenance, replacement, repair, and operation of the VRT Units Exterior Facilities Limited Common Area. This shall also include the maintenance of all ramps, retaining walls, and facilities adjacent to the VRT Units that are under the control of or responsibility of VRT pursuant to the agreements identified in Section 4.2.1.

Section 4.2.3 VRT and First Floor Units Shared Roof and Floor Deck. Furthermore as set forth in Section 4.2.1, the roof deck above the subsurface VRT Unit B1 is the floor of the surface Units and Common Area located above that Unit. In light of the unique elements and limitations related to such a shared structure, the deck constituting the roof of the VRT Unit B1 and the floor of the first floor Units and Common Area located above VRT Unit B1 shall be Limited Common Area allocable and appurtenant to those adjoining Units (“**Shared Roof and Floor Deck Limited Common Area**”). Unit B1 owned by VRT, and the Units in the Clearwater Building consisting of Units 1B, 1C, 1D, 1E, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A in the Clearwater Building and Units 1G, 1H, 1J of the Centre Building, shall be jointly responsible for the maintenance, replacement, and repair of such Shared Roof and Floor Deck Limited Common Areas.

Section 4.2.4 Fifth Floor Roof Patio. The rooftop area above the units connecting the Clearwater Building and the Centre Building is being constructed in such a manner that it may be utilized as a roof top patio for the benefit of and appurtenant to Unit 5A of the Clearwater Building (“**Unit 5A Roof Top Patio Limited Common Area**”). If the Unit 5A Roof Top Patio Limited Common Area is in fact developed and constructed as a roof top patio, then it shall be Limited Common Area appurtenant to Unit 5A. The

Owner of Unit 5A shall be solely responsible for the maintenance, replacement and repair of not only the Improvements comprising the Unit 5A Roof Top Patio Limited Common Area, but shall be responsible for the roof above Units 4A and 4B to ensure that the roof is maintained in a good and sound condition. The Owner of Unit 5A shall, at its sole cost, maintain the integrity of the roof above Units 4A and 4B, including from time to time making all repairs as are necessary to ensure that the roof under the Unit 5A Roof Top Patio Limited Common Area is waterproof and protects Units 4A and 4B. In the event that the Owner of Unit 5A fails to adequately maintain the Unit 5A Roof Top Patio Limited Common Area, after reasonable notice and opportunity to cure any identified maintenance deficiency, then the Owner of Units 4A and 4B shall have an easement over Unit 5A and the Unit 5A Roof Top Patio Limited Common Area to effectuate such maintenance and shall have the right to charge the Owner of Unit 5A for the reasonable cost of such maintenance, repair, and replacement of the roof. Before taking any such maintenance, repair, and replacement, the Owner of Units 4A or 4B shall send written notice to the record owner of Unit 5A as well as the Association, identifying all deficiencies in the maintenance and repair of the Unit 5A Roof Top Patio Limited Common Area, and shall provide ten (10) days prior to initiating maintenance, replacement, or repair thereof; provided, however that the Owner of Units 4A or 4B may take such action as is immediately and reasonably necessary to minimize the impact of any leak or damage to the roof in the event of immediate damage or threat of damage caused by any such leak in the roof.

Section 4.2.5 Balconies. Units 3A, 4A, 8A, 9A, and 10A all have adjacent and appurtenant to them, exterior balconies. These exterior balconies shall be Limited Common Areas appurtenant to the adjoining Unit from which access to the balcony is taken ("**Balcony Limited Common Areas**"). The adjoining Unit shall be solely responsible for the maintenance, replacement, repair, and operation of the adjoining Balcony Limited Common Area.

Section 4.2.6 Exterior Patios. Units 1A, 1B, 1C, and 1H all have adjacent and appurtenant to them, exterior patios. These exterior patios shall be Limited Common Areas appurtenant to the adjoining Unit ("**Patio Limited Common Areas**"). The design and configuration of the Patio Limited Common Area shall not be modified without prior approval of Declarant (if after the Declarant Control Period, then the Association), and the Owner of the Unit to which the Patio Limited Common Area is appurtenant. Furniture, shade structures, canopies, exterior heaters, and similar furnishings are anticipated to be placed upon the Patio Limited Common Area. The adjoining Unit shall be solely responsible for the maintenance, replacement, repair, and operation of the adjoining Patio Limited Common Area and furnishings.

Section 4.2.7 Sewer Ejectors. Units B1, B2, B3, 1A, 1B, 1C, 1H, 1J, 2C and 3C (comprising certain Units on the first, second, and third floors of the Clearwater Building, the Centre Building, and the VRT Units), all share certain sewage ejector pumps located within Unit B1 to enable all waste water in those Units to be pumped up and out to the existing sewer main ("**Sewer Ejector Limited Common Area**"). The Sewer Ejector Limited Common Area shall be Limited Common Area appurtenant to Units B1, B2, B3,

1A, 1B, 1C, ~~1F~~, 1H, ~~and 1J~~, 2C and 3C and such Units shall be jointly responsible for the collective maintenance, replacement, repair, and operation of the Sewer Ejector Limited Common Area. In the interest of efficiency of maintenance and operation, the Association may establish rules and regulations for the collective maintenance, replacement, repair, and operation of the Sewer Ejector and may allocate financial obligations among the Units utilizing the Sewer Ejector Limited Common Area based upon any allocation that it determines is commercially reasonable based upon the use and impact of such Unit's impact on same.

Section 4.2.8 Grease Interceptor. Units 1A, 1B, 1C, 1H, and 1J, all share a collective grease interceptor system, which is located within Common Area adjacent to Unit B1 and Unit A ("**Grease Interceptor Limited Common Area**"). The Grease Interceptor Limited Common Area shall be Limited Common Area and appurtenant to Units 1A, 1B, 1C, 1H, and 1J, and such Units shall be jointly responsible for the collective maintenance, replacement, repair, and operation of the grease interceptor. In the interest of efficiency of maintenance and operation, the Association shall establish rules and regulations for the collective maintenance and operation of the grease interceptor and allocate financial obligations among the Units utilizing the Grease Interceptor Limited Common Area based upon any allocation that it determines is commercially reasonable based upon the use and impact of such Unit's impact on same.

Section 4.2.9 Grease Containment and Collection System. Units 1A and 1J, all share a collective grease containment and collection system, which is located within the Common Area adjacent to and accessible from Unit B1. The Association may permit the Owners of Units 1A and 1J individually or jointly install and utilize grease containment and collection system for any grease generated in the frying of food. In the event that there are multiple Units that require a grease containment and collection system, the Association may require consolidation and joint operation thereof. Provided, however, if the Association requires consolidation of the grease containment and collection system and the Owner or Occupant of a Unit has already installed the same ("**Installing Owner**") then (a) the Installing Owner shall not be responsible for any costs related to the consolidation of the grease containment and collection system, including, without limitation, any reconfiguration thereof, and (b) any other Owner or Occupant utilizing the grease containment and collection system of the Installing Owner shall reimburse the Installing Owner for a proportionate share of the Installing Owner's cost and expense to purchase and install the same based on the other Owner or Occupant's use thereof and impact thereon. The maintenance and operation of the grease containment and collection system shall be subject to oversight by the Association who will establish and control access to the system for all disposal and cleaning thereof; provided, however, that any such access shall be subject to Section 4.17. All Units utilizing such collective grease containment and collection system collectively shall be jointly responsible for the cost of installing, maintaining, and operating the same. Any Unit that does not share a collective grease containment and collection system that requires grease containment and collection shall be solely responsible for the cost of installing, maintaining, and operating the same and shall be subject to the oversight by the Association consistent with the foregoing provisions.

Section 4.2.10 Sand and Oil Interceptor. Units B1, B2, and B3 all share a collective sand and oil interceptor, which is located within Unit B1 (“**Sand and Oil Interceptor Limited Common Area**”). The Sand and Oil Interceptor Limited Common Area shall be Limited Common Area and appurtenant to Units B1, B2, and B3 and such Units shall be jointly responsible for the collective maintenance, replacement, repair, and operation of the Sand and Oil Interceptor Limited Common Area. In the interest of efficiency of maintenance and operation, the Association may establish rules and regulations for the collective maintenance and operation of the Sand and Oil Interceptor Limited Common Area and may allocate financial obligations among the Units utilizing the Sand and Oil Interceptor Limited Common Area based upon any allocation that it determines is commercially reasonable based upon the use and impact of such Unit’s impact on same.

Section 4.2.11 Communication and Janitorial Limited Common Areas. Units 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A each occupy an entire floor within the Clearwater Building and are served by dedicated communication and janitorial facilities (“**Communication and Janitorial Limited Common Areas**”). Communication and Janitorial Limited Common Areas are adjacent to and appurtenant to Units 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A and such Units each shall be individually responsible for the maintenance, replacement, repair, and operation of the Communication and Janitorial Limited Common Areas appurtenant to their Units.

Section 4.2.12 US Bank Plaza Ramp Limited Common Area. The underground parking area within Unit A is served by a surface ramp at its entrance and a subsurface loading dock that is adjacent to and appurtenant to it, which also serves as loading facilities for certain other improvements described herein benefiting the Centre Building. The US Bank Plaza ramp shall be Limited Common Areas appurtenant to Units A, 1J, 1F, 2B, 4A, 4B and 5B (“**US Bank Plaza Ramp Limited Common Area**”). Units A, 1J, 1F, 2B, 4A, 4B and 5B shall be jointly responsible for the maintenance, replacement, repair, and operation of the US Bank Plaza Ramp Limited Common Area. The US Bank Plaza Ramp Limited Common Area shall only be appurtenant to Unit 4A for so long as Unit 4A and Unit 4B have the same User and the Owner of Unit 4B agrees to provide access through Unit 4B to Unit 4A.

Section 4.2.13 Clearwater Building Vertical Circulation Limited Common Area. The Clearwater Building is served by vertical circulation elements specifically for the operation of Units 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A. These vertical circulation elements include (i) the elevators providing access to these Units and (ii) the elevator lobby for these elevators (“**Clearwater Building Vertical Circulation Limited Common Area**”). The Clearwater Building Vertical Circulation Limited Common Area shall be appurtenant to Units 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the Clearwater Building Vertical Circulation Limited Common Area.

Section 4.2.14 City Center Education Vertical Circulation Limited Common Area. The Units consisting of Units 1D, 1E, 2A, 3A and 3B is referenced as “**City Center Education Units**.” The City Center Education Units are served by vertical circulation elements that exclusively serve those Units. These vertical circulation elements include

(i) the elevator providing exclusive access to these Units and (ii) the stairwell providing access to these Units (“**City Center Education Vertical Circulation Limited Common Area**”). The City Center Education Vertical Circulation Limited Common Area shall be appurtenant to Units 1D, 1E, 2A, 3A and 3B, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the City Center Education Vertical Circulation Limited Common Area.

Section 4.2.15 Centre Building Vertical Circulation Limited Common Area. The Centre Building is served by a variety of vertical circulation elements specifically for the operation of Units 1F, 1G, 1J, 2B, 4A, 4B, and 5B. These vertical circulation elements include (i) the service elevator providing access to the underground loading dock within Unit A, which is separately subject to an easement benefiting elements of the Centre Building identified in Section 4.13.19; (ii) an adjacent service elevator that does not access Unit A but does provide service to Units 1J, 3C, 4B, and 5B; and (iii) certain other stair cases and elevators providing circulation between Units 1G, 2B, and 4B (“**Centre Building Vertical Circulation Limited Common Area**”). The ~~Center~~Centre Building Vertical Circulation Limited Common Area shall be appurtenant to Units 1F, 1G, 1J, 2B, 4A, 4B, and 5B, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the Centre Building Vertical Circulation Limited Common Area. The Centre Building Vertical Circulation Limited Common Area shall only be appurtenant to Unit 4A for so long as Unit 4A and Unit 4B have the same User and the Owner of Unit 4B agrees to provide access through Unit 4B to Unit 4A.

Section 4.2.16 Clearwater Building Public Restroom Limited Common Area. The lobby to the Clearwater Building which provides access to Units 1C, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A, contains therein a public restroom required by code, which will be accessible to and for the benefit of the Owners and Occupants of those Units (“**Clearwater Building Public Restroom Limited Common Area**”). The Clearwater Building Public Restroom Limited Common Area shall be appurtenant to Units 1C, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the Clearwater Building Public Restroom Limited Common Area.

Section 4.2.17 Skybridge Limited Common Area. A skybridge connects Unit A with Unit 2C, and is accessible to Unit 3C by an elevator. The skybridge will be be accessible to and for the benefit of the Owners and Occupants of those Units (“**Skybridge Limited Common Area**”). The Skybridge Limited Common Area shall be appurtenant to Units A, 2C, and 3C, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the Skybridge Limited Common Area.

Section 4.2.18 Centre Concourse Limited Common Area. Unit 2B has been designed to permit future connection between Unit 2B and a concourse that will be constructed to connect other facilities that are owned by the Greater Boise Auditorium District. Declarant is not a party to the agreements to facilitate such construction of the concourse but desires to ensure that the Owner or User of Unit 2B may facilitate such a connection in the future. The physical connection from Unit 2B to the adjoining property and concourse shall be Limited Common Area appurtenant to Unit 2B and for the benefit

of the Owners and Occupants of Unit 2B (“Centre Concourse Limited Common Area”) and the Owner of Unit 2B shall be responsible for the maintenance, replacement, repair, and operation of the Centre Concourse Limited Common Area.

~~Section 4.2.18~~Section 4.2.19 Unit 1H Garbage Limited Common Area.

A garbage chute connects Unit 1H with Limited Common Area located adjacent Unit B1, which empties into a secure garbage facility from which garbage may be transported to the common garbage facilities (“**Unit 1H Garbage Limited Common Area**”). The Unit 1H Garbage Limited Common Area shall be appurtenant solely to Unit 1H, and such Unit shall be jointly responsible for the maintenance, replacement, repair, and operation of the Unit 1H Garbage Limited Common Area. The Unit 1H Garbage Limited Common Area shall further be subject to all of the provisions of Section 4.13.21 and to Section 4.17 below.

~~Section 4.2.19~~Section 4.2.20 Centre Building Mechanical Limited

Common Area. The Centre Building is served by a variety of mechanical systems that are located within an area that is adjacent to Unit 5B, which specifically are for the benefit and operation of Units 1G, 1H, 1J, 1K, 1L, 1M, 1N, 2B, 4B, and 5B and their appurtenant. These mechanical system elements consist of the certain pumps, boilers, tanks and glycol systems that serve the Units identified in this Section, (“**Centre Building Mechanical Limited Common Area**”). The Center Building Mechanical Limited Common Area shall be appurtenant to Units 1G, 1H, 1J, 1K, 1L, 1M, 1N, 2B, 4B, and 5B, and such Units shall be jointly responsible for the maintenance, replacement, repair, and operation of the Centre Building Mechanical Limited Common Area.

~~Section 4.2.20~~Section 4.2.21 Additional Limited Common Areas.

Any tanks, pumps, motors, ducts, chutes, flues, pipes, plumbing, wires, conduits, and other utility or life safety system, equipment, installation, or fixture serving one or more, but fewer than all, of the Units is Limited Common Area of such Unit(s). Any improvements, structures, facilities (including, without limitation, facilities for valet services or patio seating) or fixtures designed to serve one or more, but fewer than all, of the Units but which are located outside the appurtenant Unit’s boundaries, are Limited Common Areas allocated exclusively to such Unit(s). For purposes of this Master Declaration and all subsequent Sub-Declarations including any portion of Unit A or Unit B, Limited Common Area may be designated to include all structures and improvements that provide lateral support to any portion of the Unit, or any demising structure dividing a portion of one unit from another Unit, that provides structural support for both Units. All such shared facilities or structures shall be deemed to be Limited Common Area appurtenant to any Unit adjoining such Limited Common Area.

~~Section 4.2.21~~Section 4.2.22 Reallocation of Limited Common Area.

Limited Common Area may be reallocated between Units or Common Area reallocated as Limited Common Area or Limited Common Area may be incorporated into an existing Unit with the approval of the Owners by amendment of this Master Declaration as provided herein. The reallocation or incorporation shall be reflected in an amendment to the Declaration and Parcel Map. The Owner or Owners benefited thereby shall bear all

costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Association.

Section 4.3 Title. Title to a Unit may be held or owned by any Person and in any manner in which title to any other real property may be legally held or owned in the State of Idaho.

Section 4.4 Inseparability. Subject only to the obligations identified in Section 4.7 below and any future allocation of responsibility to a Sub-Association, no part of a Unit or of the legal rights comprising ownership of that Unit may be separated from any other part of that Unit during the period of Unit ownership prescribed herein, so that each Unit and the undivided interest or share in the Common Area appurtenant or allocated to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part thereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

Section 4.5 Partition Not Permitted. Subject only to the obligations identified in Section 4.7 below and any future allocation of responsibility to a Sub-Association, the Common Area shall be owned in common by all Owners, and no Owner may bring any action for partition thereof.

Section 4.6 Owner's Right to Common Area. Subject only to the obligations identified in Section 4.7 below, any future allocation of responsibility to a Sub-Association, and the limitations contained in this Declaration and to the Rules and Regulations, each Owner (and its Occupants and authorized Users) shall have (a) the nonexclusive right to use and enjoy the Common Area (less the Limited Common Areas); (b) the exclusive right to use and enjoy the Limited Common Area designated for the exclusive use by such Owner, and (c) the nonexclusive right to use and enjoy, along with some but not all of the Owners, the Limited Common Area designated for more than one, but not all, of the Units.

Section 4.7 Building Exterior and Structural Limited Common Areas. Due to the distinct elements within the Project, namely the exterior and structural elements of each building within the Project that serve, support, and benefit the Units enclosed thereby, for purposes of maintenance, repair, and replacement, the exterior and structural Common Area elements of each building shall be Limited Common Area appurtenant to the Units contained within such buildings ("**Building Exterior and Structural Limited Common Areas**"). Maintenance, repair, and replacement of the Building Exterior and Structural Limited Common Areas may be allocated to and delegated to the Sub-Association of such Units benefited thereby.

Section 4.8 Bicycle Storage and Parking. Due to the mixed-use nature of the Project and the requirements of the Owners, their Occupants, and Users, Declarant reserves unto itself the right and power, but not the obligation, to (a) designate Units that it retains an ownership interest in a Unit through a managing interest, directly or through

a corporate affiliate, or portions of the Common Areas exclusively for bicycle storage and parking; (b) install facilities for bicycle storage and parking within Units and upon portions of the Common Areas; and (c) establish and enforce rules and regulations related to the parking or storage of bicycles within the Project. To the extent that Declarant designates all or a portion of certain Units exclusively for enclosed bicycle parking and storage, Declarant shall have the right to exempt such Units from the calculation of Allocated Share, recognizing that such Units are providing a Common Area type amenity to the Project. Upon such Units ceasing to be utilized exclusively for bicycle storage and parking, they shall be included in the calculation of Allocated Share.

Section 4.9 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Unit. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against such Owner's Unit and Limited Common Area appurtenant to said Unit or interest therein, or such Owner's interest in the Common Area or any part thereof. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to such Owner's interest in such Common Area, and such payment is to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the Default Interest Rate from and after the time the same becomes payable by each Owner and shall be secured by the lien created pursuant to Section 9.6. The Association the Owners, including all Governmental Owners, as defined in Article XXI, shall cooperate to ensure that the Common Areas are assessed appropriately for purposes as property taxes and that Governmental Owners that may be exempt from taxes are treated appropriately and that the Owners of Units that are not Governmental Owners shall not have their Units disproportionately assessed or subject to disproportionately levied taxes on either their Units or upon the Common Area.

Section 4.10 Treatment of Subsurface Units. As noted above in Article I, it is intended that the VRT Units shall be utilized for the operation of a public transit facility and such other ancillary uses consistent with same. The only Common Area that will be allocable to the VRT Units herein shall be (i) the structural elements that support both the VRT Units and the surface Units constructed above and (ii) the egress stairwells shared with the surface Units. The VRT Units shall have an obligation for an allocated share of all Limited Common Areas appurtenant to the VRT Units. As such the VRT Units shall (i) pay its proportionate share of maintenance and operation of such Building Exterior and Structural Limited Common Area elements and (ii) pay its proportionate share of the premiums for required insurance as set forth herein or in any Sub-Declaration allocable to the VRT Units. The purpose of this Section is to clarify and establish that it is the intent of Declarant that the VRT Units be treated as functionally independent as reasonably possible due to the additional federal requirements associated with the operation of a federally funded transit facility as part of the Project. VRT acknowledges hereby that the

consequence of such an allocation shall be that VRT may be required to undertake significant obligations set forth herein, independent of the Association or the remainder of the Project; that facilities that may typically be treated as Common Areas have been identified and designated as Limited Common Areas that are exclusive to or shared by VRT and some but not all other Units; and that VRT may be required to undertake additional maintenance and operation responsibilities for the VRT Structure Limited Common Areas, and those specified improvements outside of the Project pursuant to the provisions of the agreements identified in Section 4.2.1. Declarant acknowledges further that to the extent that VRT Units are required to participate in the management, maintenance, repair and replacement of any Common Area or Limited Common Area appurtenant thereto, the Owner of the VRT Units and the Association shall work together jointly to ensure compliance with any and all applicable procurement or other regulations applicable to such. Finally, to the extent that the VRT Units impose additional security measures and expenses on the remainder of the Units of the Projects, such expenses shall be allocable to the entirety of the Common Area and to all Units, including the VRT Units, in a manner consistent with the Allocated Ownership Interest in Common Area set forth on Exhibit E-1.

Section 4.11 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, and paper, or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of windows, all of which form the boundaries of that Owner's Unit and all walls, ceilings, floors, and doors within such boundaries. Owners shall have the absolute and exclusive obligation to maintain all Limited Common Area appurtenant to their Unit.

Section 4.12 Windows. The cleaning of exterior surfaces of windows (except for those windows between a Unit and that Unit's Limited Common Area) is expressly reserved to the Association, provided, however, the Association may require the Owners of all Units to clean the exterior surfaces of all windows located within their Unit regardless of the fact that such exterior surfaces are not actually part of the Owner's Unit. No Owner may, without the consent of the Association, place anything in or on the Unit windows that is in variance with the general appearance of windows of similar Units.

Section 4.13 Easements. Due to the complexity of and integrated nature of the Common Areas, Limited Common Areas, and Units within the Project, and the various uses and Improvements that are provided for therein, this Declaration and the Parcel Map include grants of easements for various systems, elements, improvements, and facilities within the Project ("**Easements**"). These Easements are integral to the operation of the Project and are for the benefit of various Units and Common Areas therein. To further define and clarify the nature of these Easements, Declarant does hereby reserve, create, grant, convey, and declare the Easements set forth below. All such Easements shall include all such rights and purposes incident to the use, development, maintenance, and operation of the Easements and the Project and access thereto.

Section 4.13.1 Easements Depicted on the Parcel Map. There is hereby reserved, created, granted, conveyed, and declared all easements as depicted or created on the Parcel Map for the use and benefit of Declarant, the use and benefit of each Unit,

the use and benefit of such Unit's Owner or Occupant, and the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project.

Section 4.13.2 Easements Deemed Created. All conveyances of Units, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Article, even though no specific reference to such easements or to this Article in any such conveyance.

Section 4.13.3 General Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. This shall include the encroachment of any elevator shaft into any Unit as depicted on the Parcel Map. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising, or shifting of the earth or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.13.4 Limited Common Area Easements. In creating and specifying the existence of any Limited Common Area set forth herein that serves more than one Unit, the Declarant hereby grants and reserves such easements as are necessary in favor of all Units specified herein or on the Parcel Map as being appurtenant to or sharing certain Limited Common Area for (a) the common use and enjoyment of such Limited Common Areas, and (b) for the common maintenance, repair, operation, and replacement of such Limited Common Area.

Section 4.13.5 General Easement for Penetrations. Declarant hereby reserves to itself the absolute right to convey and grant easements for penetrations through Common Areas and Units, provided that the Owner of the otherwise affected Units consent to the penetration and execute a recordable instrument evidencing such. The fact that an easement penetrates through or impacts Common Areas shall not require any action by the Association, nor shall the Association have any right to consent to the same to effectuate the creation of such an easement. Declarant anticipates that such easements for penetrations will be necessary for various service facilities constructed in conjunction with the Centre Building, the Clearwater Building, and the Multimodal Center and the associated Sub-Associations. Upon the expiration of the Declarant Control Period, the exercise of the right and authority reserved under this Section 4.13.4 shall pass to the Association, which shall grant easements from time to time as necessary or approve requests by Owners, Occupants, or Persons for the placement and attachment of signage and telecommunications equipment on the Common Area as requested same.

Section 4.13.6 General Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Unit or may be conveniently accessible only through the Units. The Owners shall have the

irrevocable right, to be exercised exclusively by the Association as their agent, to have access to all parts of the Project from time to time during such reasonable hours as may be necessary, and with such notice as may be specified in tenant leases, if any, except in cases of emergency, for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Project. (As used herein “**emergency repairs**” means repair, maintenance, or replacement, which is required to rectify or mitigate any condition that imposes a real and immediate risk of injury to a Person, or serious and irreparable damage to property). The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be apportioned among all Owners of Units based on their respective Allocation of Ownership Interest in Common Areas; provided however, if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant to this Section shall be collected by the Association by assessment pursuant to Article IX below.

Section 4.13.7 General Easement for Signage and Telecommunications Equipment. Declarant hereby reserves to itself the absolute right to convey and grant easements for placement and attachment of signage and telecommunications equipment, including satellite dishes, on the Common Area, including on the roof of any of the buildings subject to this Declaration. The fact that an easement penetrates through or impacts Common Areas shall not require any action by the Association, nor shall the Association have any right to consent to the same to effectuate the creation of such an easement. Upon the expiration of the Declarant Control Period, the exercise of the power and authority reserved under this Section 4.13.7 shall pass to the Association, which shall grant easements from time to time as necessary or approve requests by Owners, Occupants, or Persons for the placement and attachment of signage and telecommunications equipment on the Common Area as requested same.

Section 4.13.8 Owner’s Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area reasonably necessary for access to such Owner’s Unit, any parking space or spaces and any storage space or spaces which such Owner has the right to use and to the Limited Common Area designated for use in connection with such Owner’s Unit and shall have the right to the horizontal and lateral support of such Owner’s Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 4.13.9 Easement for Association’s Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance and storage facilities for use by the Association. The Association’s right shall include those arising upon the expiration of the Declarant Control Period.

Section 4.13.10 Easement for Utilities for Units. In order to adequately serve each Unit, utility facilities may be constructed and may encroach on Common Area or Units. An easement for such encroachment and for the maintenance of the same shall and does exist; provided that the easement does not materially interfere with the use of the Common Area or Units.

Section 4.13.11 Sewer System Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for sewer system facilities, whether previously granted by an easement or by license, as depicted on Exhibit F ("**Sewer System Easements**"). The Sewer System Easements includes an easement for the placement of equipment and piping within the Common Area and Units, whether it be in designated service rooms, service panels, conduit, pipes, or attached to the surface of the Common Area and Units. Maintenance and operation of the Sewer System Easements within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.12 Easement Associated with Sewer Ejector Limited Common Area. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit to which the Sewer Ejector Limited Common Area is appurtenant, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement over the Unit within which the Sewer Ejector Limited Common Area is located for the purposes incident to the collective maintenance, replacement, repair and operation of the Sewer Ejector Limited Common Area. Maintenance and operation of the Sewer Ejector Limited Common Area within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.13 Easement Associated with Grease Interceptor Limited Common Area. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit to which the Grease Interceptor Limited Common Area is appurtenant, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to the collective maintenance, replacement, repair and operation of the Grease Interceptor Limited Common Area. Maintenance and operation of the Grease Interceptor Limited Common Area within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.14 Easement Associated with Grease Containment and Collection Limited Common Area. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit to which the Grease Containment and Collection Limited Common Area is appurtenant, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to the collective maintenance, replacement, repair and operation of the Grease Containment and Collection Limited Common Area. Maintenance and operation of the Grease Containment and

Collection Limited Common Area within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.15 Easement Associated with Sand and Oil Interceptor Limited Common Area. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit to which the Sand and Oil Interceptor Limited Common Area is appurtenant, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to the collective maintenance, replacement, repair and operation of the Sand and Oil Interceptor Limited Common Area. Maintenance and operation of the Sand and Oil Interceptor Limited Common Area within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.16 Telecommunication System Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for telecommunication facilities, whether previously granted by an easement or by license, as depicted on Exhibit F ("**Telecommunication System Easements**"). The Telecommunication System Easements includes an easement for the placement of equipment and cabling within the Common Area and Units, whether it be in designated service rooms, service panels, conduit, racks, or attached to the surface of the Common Area and Units. Maintenance and operation of the Telecommunication System Easements within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.17 Natural Gas System Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for natural gas facilities, whether previously granted by an easement or by license, as depicted on Exhibit F ("**Natural Gas System Easements**"). The Natural Gas System Easements includes an easement for the placement of equipment and piping within the Common Area and Units, whether it be in designated service rooms, service panels, conduit, pipes, or attached to the surface of the Common Area and Units. Maintenance and operation of the Natural Gas System Easements within the Multimodal Center shall be pursuant to Section 4.17 below.

Section 4.13.18 Water System Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for water system facilities, whether previously granted by an easement or by license, as depicted on Exhibit F ("**Water System Easements**"). The Water System Easements includes an easement for the placement of equipment and piping within the Common Area and Units, whether

it be in designated service rooms, service panels, conduit, pipes, or attached to the surface of the Common Area and Units. Maintenance and operation of the Water System Easements within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.19 Easement for Electrical Service Created by Declarant in Favor of Idaho Power. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, all easements as depicted or created in that document executed by Declarant in favor of Idaho Power, recorded in the Official Records of Ada County, Idaho as Instrument No. 2015-106545 on November 20, 2015 ("**Electrical Service Easement**"). Maintenance and operation of the Electrical Service Easement shall be as set forth in the Electrical Service Easement..

Section 4.13.20 Easement for Unit A Service Elevators and Service Facilities. There has been separately created certain easements related to the maintenance and operation of the certain service elevators and service facilities located within Unit A for the benefit of certain other Units in the Project as set forth in that certain Declaration of Easements for Service Elevators and Service Facilities executed by Declarant and other parties and recorded contemporaneously herewith ("Service Elevators and Service Facilities Easement"). Declarant incorporates the Service Elevators and Service Facilities Easement therein to provide notice to the future owners of the Units so encumbered thereby.

Section 4.13.21 Garbage Facilities Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for garbage and recycling facilities within chutes and collection areas in the Common Area, which are accessible through the VRT Units and other Units in the Project ("**Garbage Facilities Easements**"). The Garbage Facilities Easements shall also include such easements as are necessary to serve the Unit 1H Garbage Facility. The Garbage Facilities Easements includes an easement for the placement of equipment within the Common Area and an easement within the VRT Units to collect garbage and recycling for the Project. In all events, the Garbage Facilities Easements will be kept in an orderly, clean and uncluttered condition. Maintenance and operation of the Garbage Facilities Easements within the VRT Units shall be pursuant to Section 4.17 below.

Section 4.13.22 Mechanical, Electric, and Plumbing Facilities Easements. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit's Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, an easement for the mechanical, electric, and plumbing facilities that are located in the Common Area, including those which are which are accessible through the VRT Units

and other Units in the Project (“**MEP Systems Easements**”). The MEP Systems Easements shall include an easement for the placement of equipment within the Common Area and an easement within the VRT Units to access the MEP Systems Easements, to the extent that such are accessible through the VRT Units. In all events, the MEP Systems Easements will be kept in an orderly, clean and uncluttered condition. Maintenance and operation of the MEP Systems Easements, to the extent that such are accessible through the VRT Units, shall be pursuant to Section 4.17 below.

Section 4.13.23 Easement Associated with ACHD Rampway Easement Agreement. There is hereby reserved for the use and benefit of Declarant and granted by VRT over the VRT Units, an easement in favor of Declarant and Association to access that portion of the ACHD Rampway Easement previously granted in favor of VRT by ACHD, which comprises a service and storage room located in the southwest portion of the ACHD Rampway Easement approximately six hundred and fifty (650) square feet (“**Undersidewalk Service Room**”), which has been designed as a service and utility room for the placement of utilities, services, and storage benefiting the VRT Units and the Project. The use of this easement to access and utilize the Undersidewalk Service Room shall be pursuant to Section 4.17 below.

Section 4.13.24 Other Easements Created by Declarant. There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Unit, and for the use and benefit of such Unit’s Owner or Occupant, and for the use and benefit of the Association, and their successors and assigns, an easement for the purposes incident to such use, development and maintenance of the Project, any and all easements as depicted, granted, or created in any document executed by Declarant and subsequently recorded prior to the date of first conveyance of any Unit or that was made pursuant to Section 16.2 set forth below.

Section 4.14 Special Provisions Relating to Unit 10A. Unit 10A is a Unit with an appurtenant ~~limited common area~~ Limited Common Area balcony. Declarant has created Unit 10A at the request of the User of Unit 9A. The User of Unit 9A has indicated a potential desire to have Unit 10A conveyed to its affiliate in the future. The User of Unit 9A and Unit 10A have been informed and are aware that Unit 10A has limited access to the Common Area and to the Clearwater Building Vertical Circulation Limited Common. Access to Unit 10A is solely through either Unit 9A or a secured emergency staircase that is part of the Clearwater Building Vertical Circulation Limited Common Area. No easement in favor of Unit 10A for access through Unit 9A is created or granted hereby, nor is any easement created by implication, estoppel, or any other mechanism for the creation of an easement. If Units 9A and 10A are not owned or controlled by the same Owner or occupied by the same User and if the Owner of Unit 10A desires access other than via the emergency staircase that is part of the Clearwater Building Vertical Circulation Limited Common Area, then the Owner of Unit 10A shall be solely responsible for obtaining an easement or license through Unit 9A from the Owner of Unit 9A on such terms as the Owner and User of Unit 9A may require in their sole and absolute discretion, which may include, but not be limited to the Owner and User of Unit 10A complying with all of the security requirements of the Owner and User of Unit 9A, or the Owner and User

of Unit 10A accessing Unit 10A solely from the adjacent stairwell that is part of the Clearwater Building Vertical Circulation Limited Common Area that is solely accessible from Unit 9A, or the Owner and User of Unit 10A funding modifications to Unit 9A to facilitate access to Unit 10A. Nothing herein shall require the Owner or User of Unit 9A to grant any such easement or license. To the extent that approval of the Association is required to facilitate the foregoing, the Association shall defer to the requirements of the Owner of Unit 9A. All Owners taking title to Unit 10A from and after the recording of this Declaration shall be deemed by accepting such title to Unit 10A, to have acknowledged and agreed to the limitations set forth herein regarding access to Unit 10A, and further such Owners of Unit 10A shall release, indemnify, and hold harmless the Declarant, the Association, the Clearwater Building Sub-Association, and the Owner and User of Unit 9A from any and all claims arising from the limited access to Unit 10A, the requirements imposed upon Unit 10A to obtain access through Unit 9A, or any other injury arising from accessing Unit 10A by the Owner or Occupant of Unit 10A. ~~The~~ All Owners taking title to Unit 9A from and after the recording of this Declaration shall be deemed by accepting such title to Unit 9A, that the Owner and User of Unit 9A shall also release, indemnify, and hold harmless the Declarant, the Association, and the Clearwater Building Sub-Association from any and all claims arising from claims arising from the limited access to Unit 10A, the requirements imposed upon Unit 10A to obtain access through Unit 9A by any prior Owner of Unit 9A, or any other injury to Unit 9A arising from accessing Unit 10A by the Owner or Occupant of Unit 10A.

Section 4.15 Declarant's Right Incident to Construction. Declarant shall have the absolute right to and does hereby reserve an easement and right-of-way for ingress and egress over, upon, under, through and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to Declarant's development of the Project.

Section 4.16 Operation, Maintenance and Management of Common Area. The Association may hire an outside building management company, building manager or maintenance company, which shall be instructed to act prudently and diligently to manage, control and maintain the Common Area in a manner compatible with good business practices and for the benefit of all Owners. Maintenance of the Common Area shall be an expense of all Owners in accordance with each Owner's Allocation of Ownership Interest in Common Area Maintenance of the Limited Common Area shall be an expense of the Owner(s) of the Unit(s) to which such Limited Common Area is appurtenant. The Association shall have the right to reasonably regulate the Owners' use of the Common Area as well as the Limited Common Area so as to ensure that no Owner unreasonably burdens the other Owners or the Association through its use of the same.

Section 4.17 Additional Obligations Related to Common Areas, Limited Common Areas, and Easements within the Multimodal Center.

Section 4.17.1 To the extent that any system, facility, equipment, Easement, Improvement, Common Area, or Limited Common Area is within or requires access through or over the Units comprising the Multimodal Center ("**Multimodal Service Areas**"), whether created by license, easement, this Declaration, or by use, the

Association as the manager of the Common Area, the Owners of the Units appurtenant to such Limited Common Area, every other Owner, Occupant, and User of any Unit in the Project, and their designated representatives, shall acknowledge that the Multimodal Service Areas may be located within or require access through the VRT Units. Access by the Owners, Occupants, Users, Association, or their designated representatives to access, maintain, replace, and repair such Multimodal Service Areas ("**Multimodal Service Areas Accessing Party**") shall require prior notice to and consent from VRT, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 4.17.2 The Multimodal Service Areas Accessing Party seeking access to the Multimodal Service Areas shall have the obligation to (a) contact the designated operations employee for both VRT and the Association in the event that the Multimodal Service Areas Accessing Party needs to access, modify or maintain its Multimodal Service Area; (b) coordinate performance of such work with both VRT and the Association so that the Multimodal Service Areas Accessing Party does not interfere with operations within the Multimodal Center; (c) comply with the reasonable requirements of both VRT and the Association; and (d) to the extent reasonably possible provide a complete time line for expected work and its scope to both VRT and Association.

Section 4.17.3 In no event will access to the Multimodal Service Areas by the Multimodal Service Areas Access Parties interrupt, impede, halt, delay or otherwise interfere with VRT's provision of transit services or use of the Multimodal Center unless such interruption, impediment, or interference is approved by VRT in writing prior to the interruption, impediment, or interference; provided, however, that this requirement shall not apply in the case of emergency repairs as defined in Section 4.13.6.

Section 4.17.4 The Multimodal Service Areas Access Parties, at their sole cost and expense, shall repair, restore, remediate, or otherwise cure any damage, disturbance, or other modification of the Multimodal Center, which occurs as a result of the Multimodal Service Areas Access Parties' exercise of the rights granted under this Section.

Section 4.17.5 To the fullest extent permitted by law, each Multimodal Service Areas Accessing Party accessing the Multimodal Center shall release, indemnify and hold harmless VRT, VRT's officers, directors, board members, members, consultants, agents, and employees ("**VRT Indemnified Parties**") from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from the Multimodal Service Areas Accessing Party's exercise of the rights granted under this Section, but only to the extent caused by the negligent or intentional acts or omissions of the Multimodal Service Areas Accessing Party or anyone employed directly or indirectly by the Multimodal Service Areas Accessing Party or by anyone for whose acts the Multimodal Service Areas Accessing Party may be liable. This indemnification shall not require any Multimodal Service Areas Accessing Party or anyone employed directly or indirectly by the Multimodal Service Areas Accessing Party to indemnify the VRT Indemnified Parties from any claims for bodily injury and property damage as set forth above arising from the negligence or intentional acts of the VRT Indemnified Parties.

Section 4.17.6 VRT and the Association may require the Multimodal Service Areas Accessing Party, or its contractors and agents to obtain and provide evidence of such commercial general liability insurance, in amounts, and with deductibles that are commercially reasonable and common, with VRT and the Association being appropriately designated.

Section 4.17.7 In maintaining and operating the VRT Units, VRT shall not maintain or operate the VRT Units and appurtenant Limited Common Area in any manner that would adversely affect access to or use of the Multimodal Service Areas.

Section 4.17.8 The Association shall manage and control operation of the systems operated pursuant to the Easements identified herein within the Multimodal Service Areas, creating reasonable rules and regulations as necessary, with the input and approval of VRT, regarding the maintenance and operation of the same. To the extent that the maintenance and operation of the Multimodal Service Areas necessitate additional security measures and expenses, such security measures and expenses shall be expenses allocable to the entirety of the Common Area and to all Units, including the VRT Units.

Section 4.18 Additional Rights. Notwithstanding anything to the contrary contained in this Declaration:

Section 4.18.1 Nothing shall prevent or limit Declarant's exercise or enjoyment of any Special Declarant Right.

Section 4.18.2 An Owner may construct partitions within its Unit and lease separate portions of its Unit to one or more lessees if otherwise permitted by the Association Documents, Condominium Property Act and applicable law; provided, however, the Owner of a Unit may not assign all or any portion of the voting rights allocated to its Unit to any lessee to whom the Owner leases all or a portion of its Unit, except as permitted to a Designated Tenant consistent with the provisions of this Declaration, including, but not limited to Section 2.18 and Section 7.4.

Section 4.18.3 An Owner may grant its rights to use any Common Area or any Limited Common Area appurtenant to the Owner's Unit to its Occupants, its Users, or to the owners of the resultant new units created by the applicable Sub-Declaration and related documents duly recorded in accordance with the provisions of this Declaration.

Section 4.18.4 One or more Owners of Units, shall have the power and rights to separately undertake shared maintenance and operation of Limited Common Areas or other common services and facilities within the Common Area, and upon notice to the Association, equitable adjustment may be made to their respective Assessments due to their individual or mutual undertakings. The Association shall, however, require prior review and approval of such undertakings to ensure that there is no interference with the use of such areas or services by other Owners, Occupants, or Users.

~~Section 4.18.4~~ Section 4.18.5 An Owner or Owners of a Units or Units may subject all, but not part, of such Unit[s] to a separate condominium declaration (a “**Sub-Declaration**”) applicable to such Unit[s] only for the purposes of further dividing the Unit[s] into Common Areas and various smaller units capable of separate ownership subject to the following instructions and limitations, and subordinate to this Declaration:

(a) The submission of such Unit[s] to a Sub-Declaration shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental or quasi-governmental bodies with jurisdiction, and each Sub-Declaration and the rights of any owners and any association of such owners of such Further Divided Units thereunder shall be expressly subject to and subordinate to this Declaration;

(b) The Sub-Declaration for such Further Divided Unit[s] shall provide that the owners of the resultant new units created thereby shall have no vote in the Association or any other right to participate in the government and affairs of the Association; provided, however, that the association of the owners of the resultant new units created by the applicable Sub-Declaration and related documents may vote the votes assigned to the said Further Divided Unit[s] from and after the date the owner of the said Further Divided Unit has prepared, executed and recorded the required Sub-Declaration and record of survey map as required by the Condominium Property Act in order to effect the further division of the said Unit[s]. Except as the same may be limited by the Sub-Declaration for the applicable Unit[s], each owner of a resultant new units created thereby shall have the right to use the Common Areas and Limited Common Areas designated for the use of the Further Divided Unit to the same extent as an Owner of the Unit prior to such further division; provided, however, that any rights pertaining to the installation of utilities or similar facilities and accompanying easements granted hereby shall, to the extent that they impact the Common Areas or any other Unit, be exercised by the association of the owners of the resultant new units created thereby only, and may not be exercised by any owner individually; and

(c) Such power and authority shall be exercised on one occasion only, such that upon the division of a Unit or Units, the Further Divided Unit[s] shall not be further divided again except pursuant to the terms of the Sub-Declaration authorizing such further division.

ARTICLE V DESCRIPTION OF A UNIT

Section 5.1 Description of Unit. Every contract for the sale of a Unit and every other instrument affecting title to a Unit shall describe the Unit as set forth on the Parcel Map and as set forth in this Declaration as each appear on the records of the County Recorder of Ada County, Idaho in the following fashion:

Unit as shown on the Plat Showing Amended Plat for U.S.
Bank Plaza Condominiums recorded in the Records of Ada
County, Idaho at Book _____, Page
_____ (as may have been heretofore amended or

supplemented) and as defined and described in that Amended and Restated Declaration of Covenants, Conditions and Restrictions for US Bank Plaza Condominiums recorded in the Records of Ada County, Idaho as Instrument No. _____ (as may have been heretofore amended or supplements).

Such description shall be construed to describe the Unit together with the appurtenant undivided interest in the appropriate Common Area, and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

**ARTICLE VI
MECHANIC'S LIEN RIGHTS**

Section 6.1 Labor. No labor performed or services or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor, or subcontractor shall be the basis for the filing of a lien against the Real Property, the Common Area or the Unit of any other Owner, unless the Association or such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove such Owner's Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien, which is attributable to such Owner's Unit.

**ARTICLE VII
ASSOCIATION**

Section 7.1 Membership. The Articles and Bylaws, copies of which are attached hereto, are made a part of this Declaration. Each Owner of a Unit (including Declarant) shall be a Member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that Owner's Unit. The membership of the Association at all times shall consist exclusively of the Owners. Membership in the Association shall be mandatory. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except (a) the rights of an Owner may be exercised by its Designated Tenant, and (b) upon the transfer of title to the Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner. A Mortgagee does not have membership rights until it becomes an Owner by foreclosure or any arrangement or proceeding in lieu thereof.

Section 7.2 Rights of Membership. Except as specifically provided otherwise herein, Owners, as Members of the Association, have the right to appoint and remove

members of the Board of Directors pursuant to Section 7.4; modify the Condominium for reason of obsolescence pursuant to Article XIV, amend or terminate the Declaration as set forth in Section 16.1; and vote on such matters as may be put before them. Otherwise, governance of the Association shall be exercised exclusively through the Board of Directors.

Section 7.3 Voting Rights. Subject to the limitations set forth below in Section 7.4, each Owner shall be entitled to the number of votes allocated to each Owner's Unit, as identified on Exhibit E-1. When more than one (1) Person is the Owner of any Unit, all such Owners shall be Members, but all such Members shall only be entitled to the number of votes established for such Unit. If the Owners of a Unit cannot agree among themselves as to how to cast their votes on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Unit, unless objection thereto is made by another Owner of that Unit to the Person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes is cast for any particular Unit, none of such votes shall be counted and all of such votes shall be deemed null and void other than to determine whether a quorum exists. No owner of any portion of a Further Divided Unit less than the entirety of such Unit shall be deemed an Owner, nor shall any such owner have the right to participate directly in any matter requiring a vote of the Owners except as shall be in compliance with Section 4.18.4.

Section 7.4 Selection of Directors. During the Declarant Control Period, all Directors shall be appointed as set forth herein by the Declarant and the Large Unit Members; and each Large Unit Member shall have the right to appoint one Director to serve on the Board of Directors. Following the Declarant Control Period, Directors not otherwise subject to appointment as set forth herein shall be elected. Directors shall serve for a term of one (1) year regardless of whether they are appointed or ~~re~~elected, but may serve consecutive terms. Each year at the annual meeting of the Association, the Large Unit Members and Declarant shall confirm to the Association their appointments of Directors. Following the Declarant Control Period, each year at the annual meeting of the Association the Large Unit Members shall confirm to the Association their appointments of Directors and an election of Directors for the remaining seats shall occur. In the event that any of the Directors are elected, then in any election of ~~the such~~ Directors, the candidates receiving the highest number of votes ~~up are elected to the number of Directors to be elected shall be deemed elected.~~ Director seats being elected. Cumulative voting for Directors shall be prohibited. Any Director may be removed from office by the Declarant, if appointed by the Declarant, or may be removed from office by the Large Unit Member that appointed said Director or, if elected, then by a vote of the majority of the Members entitled to vote at an election of Directors. If any or all Directors are so removed, new Directors shall be elected or appointed at the same meeting. Notwithstanding anything contrary herein, or in the Articles or the Bylaws, commencing as of the date of this Declaration and continuing for all time periods set forth herein, the number of Directors shall be adjusted from time to time during the Declarant Control Period so that Declarant shall always maintain the majority of the seats on the Board of Directors. The

total number of Directors serving on the Board of the Association shall be at least three (3), but shall be increased as necessary to provide for the number of Directors appointed by Large Unit Members while reserving to the Declarant the appointment of the majority of the Directors serving as members of the Board of Directors as set forth herein. The number of Directors serving as members on the Board of Directors shall be established as follows: the total number of Directors being the number of Large Unit Members multiplied by two plus one $[(2 \times \text{Large Unit Members}) + 1]$. The number of Directors shall not change solely due to the expiration of the Declarant Control Period. By way of example, if the number of Large Unit Members is four (4) then the total number of Directors serving as members of the Board of Directors is nine (9) with each of the Large Unit Members appointing one (1) Director for a total of four (4) Directors and Declarant appointing five (5) Directors. After the expiration of the Declarant Control Period when an election is held, if a Large Unit Member exercises its right to appoint a Director, then the appointment of such shall be deemed to be the exercise of said Large Unit Member's voting rights and such Large Unit Member shall have no further right to vote in the election of Directors. A Large Unit Member may waive its right to appoint a Director and participate in the election of the Directors, but shall do so in writing with notice to the Association prior to the occurrence of such election. If a Large Unit Member has a Designated Tenant, then the Designated Tenant shall exercise the rights of the Large Unit Member until such time as the designation is terminated as set forth in Section 2.18. VRT as the Owner of Units B1, B2, and B3 shall be a Large Unit Member entitled to the rights associated therewith, including the appointment of one Director. So long as Boise State University is the Designated Tenant or Owner of Units 1D, 1E, 2A, 3B, and 3A, and those Units collectively qualify it as a Large Unit Member, Boise State University shall be a Large Unit Member entitled to the rights associated therewith, including the appointment of one Director. So long as the Greater Boise Auditorium District is the Designated Tenant or Owner of some or all of Units 1G, 1J, 1F, 2B, 4A, 4B, and 5B, and ~~those such~~ Units collectively qualify it as a Large Unit Member, the Greater Boise Auditorium District shall be a Large Unit Member entitled to the rights associated therewith, including the appointment of one Director.

Section 7.5 Selection of Directors for a Sub-Association. For purposes of Article X regarding Sub-Associations, Directors shall be appointed or elected as follows:

Section 7.5.1 For the Centre Building Sub-Association, the Directors for that Sub-Association shall be appointed as follows: the Owner or Designated Tenant of Units 1G, 1J, 2B, 4B, and 5B, provided that such Units are held in common ownership shall appoint four (4) Directors; the Owner of Units 2C and 3C, provided that such Units are held in common ownership, shall appoint one (1) Director; the Owner of Unit 1H shall appoint one (1) Director; and the Owner or Designated Tenant of Unit 3B shall appoint one (1) Director. Notwithstanding the appointment of the Directors as set forth herein, ~~if and~~ the designation of Units ~~identified~~ herein as having appointment rights, ~~then~~ the Directors from ~~that any~~ class of Units to be elected shall be elected based upon the vote of all Units within the specified class based upon the allocated interests set forth in Exhibit E-3. The ratio and manner of appointment of Directors for the Centre Building Sub-Association shall in no way modify or affect the voting power of the Owners of the Units

located therein in accordance with Exhibit E-3. So long as Boise State University is the Designated Tenant or Owner of Unit 3B, Boise State University shall exercise the rights of the Owner or Designated Tenant of Unit 3B set forth above.

Section 7.5.2 For the Clearwater Building Sub-Association the same appointment and election provisions set forth in Section 7.4 shall apply to that Sub-Association; the Directors for the Clearwater Building Sub-Association shall be appointed and elected using this same formula: the total number of Directors in a Clearwater Building Sub-Association being the number of Large Unit Members within the building comprising the Clearwater Building Sub-Association multiplied by two plus one [(2 x Large Unit Members) +1]; and a Large Unit Member for the Association shall also be a Large Unit Member for the Clearwater Building Sub-Association assuming that it owns a Unit within the Clearwater Building Sub-Association, regardless of the gross unit area of the Units located within the Clearwater Building Sub-Association. The ratio and manner of appointment of Directors for the Centre Building Sub-Association shall in no way modify or affect the voting power of the Owners of the Units located therein in accordance with Exhibit E-2.

Section 7.5.3 For the Unit A Sub-Association, the Directors for that Sub-Association shall exclusively be appointed by the Owner of Unit A in the exercise of its absolute discretion.

Section 7.6 Amplification. The provisions of this Article are amplified by the Articles and by the Bylaws; provided, however, no present or future provision of such Articles or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 7.7 Voting and Approvals. The affirmative vote of a majority of all votes represented at the meeting, in person or by proxy, and entitled to vote on the matter at a meeting at which a quorum is present shall be required for all decisions of the Members and shall be binding upon all Members for all purposes, unless the vote of a greater or lesser number is required by law, this Declaration, the Articles, or the Bylaws.

ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 8.1 The Management Body. The Association is hereby designated to be the “**Management Body**” as provided in Sections 55-1503 and 55-1506 of the Condominium Property Act and shall administer the Project in accordance with the Condominium Property Act and the provisions of the Association Documents. The Association shall have the power and authority to contract with third parties to perform any and all of the Association’s duties and obligations under the Association Documents.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary

condition, order and repair; provided, however, that each Owner shall keep the Limited Common Area designated for use in connection with such Owner's Unit in a clean, sanitary, and attractive condition and shall maintain and repair the heating, ventilation and air conditioning equipment and hot water heater, and any other equipment servicing such Owner's Unit exclusively. The Association shall prepare appropriate budgets related to the performance of its obligations hereunder as the Management Body, in consultation with the Large Unit Members or their Designated Tenants, including any that is a Governmental Owner as defined in Article XXI, to coordinate the performance of the Association's obligations hereunder as well as the Association's levying of all assessments authorized hereunder consistent with the legal power of such Governmental Owners. The Association shall have the right to apportion the costs associated with services and maintenance of certain Common Area facilities to those Units actually utilizing such, provided, that the Association has reasonably determined that an allocation of such costs to some, but not all of the Units, is equitable and appropriate. The foregoing is intended to grant the Association power to make determinations regarding certain Common Area expenses, such as garbage, where other reasonable alternative arrangements exist for the operation of such. All Large Unit Members, their Designated Tenants, and Governmental Owners shall cooperate with the Association in the foregoing to maintain adequate reserves and undertake necessary and appropriate maintenance of the Common Area in conformance with this Declaration.

Section 8.3 Miscellaneous Services. From time to time, the Association may obtain and pay for the services of any Person to manage the Association's affairs, or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person with whom or which the Association contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection, and other common services to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as the Allocation of Ownership Interest in Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under the foreclosure of a lien thereon shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 8.5 Rules and Regulations. The Association may adopt Rules and Regulations governing the use of the Units and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner, its Occupants, or its Users fail to comply with such Rules and Regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action, including, without limitation, injunctive action against any Owner to enforce compliance with such Rules and Regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law. The Association is hereby appointed as the Owners' representative for the purpose of enforcing compliance with such Rules and Regulations. Any outside building management company or building manager hired by the Association under Section 4.16 may also be appointed by the Association to serve as such Owner's representative, so long as the Association provides adequate supervision of the activities of such company or manager.

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

Section 8.7 Association Property. The Association may accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (a) easements for operation and maintenance purposes over any portion of the Project and (b) the Association Easements. For purposes of this Section, a nonexclusive easement, license or other contractual right to use in favor of the permitted users or any of them shall not be deemed a lien or encumbrance.

Section 8.8 Title to Property Upon Dissolution. The Association may convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes, provided however, that the ownership, use, management and operation of such assets which constitute any portion of the Project shall be subject to the terms of this Declaration.

ARTICLE IX ASSESSMENTS

Section 9.1 Agreement to Pay Assessment. Declarant, for each Unit owned by Declarant within the Project and for and as the developer of the Project and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association those Periodic Assessments (defined below) levied by the Association for the purposes provided in this Declaration and Special Assessments for capital improvements and other matters as

provided in this Declaration. In the case of joint or co-ownerships this liability shall be joint and several. Such Assessments shall be fixed, established, and collected from time to time in the manner provided in this Article.

Section 9.2 Amount of Total Periodic Assessments. The total periodic assessments (“**Periodic Assessments**”) against all Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses connected with the maintenance, operation, repair, improvement, replacement, management and operation of the Common Area and the Project, and the furnishing of electrical, water, sewer, trash collection, and other common services to each Unit, to the extent not separately metered or billed to a specific Unit, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds, common lighting, common heating, ventilation and air conditioning, water charges, trash collection, sewer service charges, repairs and maintenance, wages for the Association employees, reasonable legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus, or sinking fund, the provision of facilities, services and benefits to the Owners, the costs and expenses incurred by the Association pursuant to any declaration, easement or other matter of record encumbering the Common Area and/or the Project, and the administration and enforcement of the covenants, restrictions, reservations and easement created or set forth in the Association Documents, the operation of the Association, the levy and collection of the Assessments, the regulation and management of the Project, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. In the event that the Association determines that an Owner’s use of the Common Area places an excessive and unreasonable burden on the other Owners and the Association in terms of the expenses set forth herein, the Association shall have the power to impose a Special Assessment against that Owner as set forth below.

Section 9.3 Apportionment of Periodic Assessments. The expenses incurred by the Association attributable to all of the Units shall be apportioned among all Owners of Units based on their respective Allocation of Ownership Interest in Common Areas.

Section 9.4 Notice of Periodic Assessments and Time Payment Thereof. The Association shall make Periodic Assessments, which Periodic Assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. The Association may, in the Association’s discretion, send notice of Periodic Assessments to each Owner, which notice shall specify the amount of the Periodic Assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each Periodic Assessment shall bear interest at the rate equal to the Default Interest Rate from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00). Failure of the Association to give notice of the Periodic Assessment shall not affect the liability of any Owner for such Periodic

Assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9.5 Special Assessments. In addition to the Periodic Assessments authorized by this Article, the Association may, at any time, levy a special assessment (“**Special Assessment**”). Special Assessments shall be authorized (a) to defray in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or any other expense incurred or to be incurred as provided in this Declaration; or (b) where the Association has exercised its power (i) to incur expenses for maintenance and repair of any Unit or its appurtenant Limited Common Area if such maintenance or repair is necessary, in the opinion of the Association to protect the Common Area, or any other portion of the Project, (ii) to address an Owner’s use of the Common Area in such a manner as to unreasonably cause the Association or the other Owners to incur costs and expenses that exceed their Allocated Share of the same or to cause them to subsidize the Owner’s use of the Common Area, or (iii) to maintain or repair its Unit or appurtenant Limited Common Area if the Owner of said Unit have failed or refused to perform said within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association to said Owner. Special Assessments pursuant to subsection (b) shall be levied against the Owner of any such Unit to pay for the cost of such maintenance and repair and any other costs or expenses arising out of or incident to such maintenance and repair and the Special Assessment therefor. A Special Assessment shall bear interest at the rate equal to the Default Interest Rate from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00).

Section 9.6 Lien for Assessments.

(a) All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association upon recordation of a notice of assessment lien as herein provided. Such lien shall be superior to all other liens and encumbrances on such Unit except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) to the extent required by law, a lien for all sums unpaid on any Mortgage which encumbers such Unit and which has been duly recorded in Ada County, Idaho, real estate records prior to the recordation of a notice of lien with respect to such Unit, including all unpaid obligatory advances to be made pursuant to such Mortgages and secured by the lien thereof in accordance with the terms of such instrument, to the extent required by law; and (c) labor or materialmen’s liens, to the extent required by law. All other lien holders acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for Assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

(b) To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of the assessment lien setting forth the amount of the Assessment, giving rise to the lien, the date due, the amount remaining

unpaid, the name of the record Owner of the Unit and a description of the Unit. Such notice shall be signed by the Association and may be recorded in the office of the Ada County Recorder of Ada County, Idaho. No notice of an assessment lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an Assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law, including, without limitation, judicial foreclosure. The Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of preparing and filing of the notice of assessment lien and all costs and expenses related thereto, including, without limitation, reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Unit, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

(c) A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Ada County, Idaho real estate records upon payment of all sums secured by a lien, which has been made the subject of a recorded notice of assessment lien.

(d) Any Person holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such Person shall be subrogated to all rights of the Association with respect to such lien, including priority.

(e) Without imposing any liability upon the Association for its failure to do so, the Association shall be entitled to report any unpaid Assessment remaining unpaid for longer than sixty (60) days after the same shall have become due to any encumbrancer of a Unit; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association.

Section 9.7 Personal Obligation of Owner. The amount of any Periodic Assessment or Special Assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. If permitted under applicable law, legal proceedings to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of the Owner's Unit.

Section 9.8 Statement of Account. Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit, the amount of the current periodic Assessment, the date that such Assessment becomes or became due, and credit for advanced payments or prepaid

items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of Persons who rely thereon in good faith.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid Assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

ARTICLE X SUB-ASSOCIATIONS

Section 10.1 Purpose of Sub-Associations. In recognition of the complex operational elements of the Project as set forth above, at the outset of the operation of the Project, Declarant does hereby create and organize certain Sub-Associations for the purposes of more accurately and effectively allocating responsibility for such Project elements. Additionally, in the event of the dividing of a Unit pursuant to a Sub-Declaration, a Sub-Association shall also be formed thereunder.

Section 10.2 Formation of Project Element Specific Sub-Associations. In furtherance of Section 1.5.4 above, Declarant does hereby organize the following Sub-Associations at the outset of the creation of the condominium:

Section 10.2.1 Centre Building Sub-Association. The Centre Building Sub-Association shall have as its Members, the Owners of Units 1F, 1G, 1H, 1J, 1K, 1L, 2B, 2C, 3B, 3C 4B, and 5B, or their Designated Tenants, to the extent that (a) a qualifying Designated Tenant exists and (b) the Owner has so delegated its rights as a Member to same. The Allocation of Interest in Common Area for the Centre Building Sub-Association shall be as set forth in Exhibit E-2, to the extent that such an allocation is required for purposes of tax assessment under Section 55-1514 of the Condominium Property Act and for purposes of liability as, provided by Section 15-1515 of the Condominium Property Act. For the purpose of complying with Section 55-1505(c) of the Condominium Property Act, Declarant has determined that the best way to determine the value of each Unit is to base it upon the schedule set forth in Exhibit E-2. Each Owner that is a Member of the Centre Building Sub-Association shall be entitled to the number of votes allocated to each Owner's Unit, as identified on Exhibit E-2.

Section 10.2.2 Clearwater Building Sub-Association. The Clearwater Building Sub-Association shall have as its Members, the Owners of Units 1A, 1B, 1C, 1D, 1E, 1F, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A, or their Designated Tenants, to the extent that (a) a qualifying Designated Tenant exists and (b) the Owner has so delegated its rights as a Member to same. The Allocation of Interest in Common Area for the Clearwater Building Sub-Association shall be as set forth in Exhibit E-3, to the extent that such an allocation is required for purposes of tax assessment under Section 55-1514 of the Condominium Property Act and for purposes of liability as, provided by Section 15-1515 of the Condominium Property Act. For the purpose of complying with Section 55-

1505(c) of the Condominium Property Act, Declarant has determined that the best way to determine the value of each Unit is to base it upon the schedule set forth in Exhibit E-3. Each Owner that is a Member of the Clearwater Building Sub-Association shall be entitled to the number of votes allocated to each Owner's Unit, as identified on Exhibit E-3.

Section 10.2.3 Unit A Sub-Association. The Unit A Sub-Association shall have as its Members, the Owners of Unit A, or its Designated Tenants, to the extent that (a) a qualifying Designated Tenant exists and (b) the Owner has so delegated its rights as a Member to same. The Allocation of Interest in Common Area for the US Bank Building Sub-Association shall be as set forth in Exhibit E-4, to the extent that such an allocation is required for purposes of tax assessment under Section 55-1514 of the Condominium Property Act and for purposes of liability as, provided by Section 15-1515 of the Condominium Property Act. For the purpose of complying with Section 55-1505(c) of the Condominium Property Act, Declarant has determined that the best way to determine the value of each Unit is to base it upon the schedule set forth in Exhibit E-4. Each Owner that is a Member of the Clearwater Building Sub-Association shall be entitled to the number of votes allocated to each Owner's Unit, as identified on Exhibit E-4.

Section 10.3 Powers of the Sub-Associations. The Centre Building Sub-Association, Clearwater Building Sub-Association, and the Unit A Sub-Association shall have all of the duties, rights and powers of the Association, in managing the interests of their respective Members for the portions of the Project so administered by the Association. The Sub-Associations shall, however, be at all times subordinate to the Association. In managing and operating the Sub-Associations, all provisions related to the governance of the Association shall be applicable to the Sub-Associations, and each Sub-Association shall perform its duties as if it were the Association. The Association shall coordinate with and delegate power to the Sub-Associations consistent with Section 1.5.4 above, provided, however, that the Association shall have the absolute discretion to assume power previously delegated to a Sub-Association in the event that the Sub-Association's performance materially threatens the maintenance, operation, and preservation of the Project.

Section 10.3.1 The Association may specifically delegate to the Sub-Association (a) responsibility for the maintenance and repair of the Common Area appurtenant to the Units that comprise the Sub-Association; (b) responsibility for insuring the Units that comprise the Sub-Association; and (c) any other power or responsibility which can reasonably be carried out by the Sub-Association without adversely impacting the Project.

Section 10.3.2 Subject to the limitation set forth below, the Sub-Associations shall be expressly delegated the following duties:

(a) The Sub-Associations shall have the right to exercise the powers set forth in Article XIII associated with Casualty Damage or Destruction as to the Units that comprise the Sub-Association;

(b) The Sub-Associations shall have the right to exercise the powers set forth in Article XIV associated with Obsolescence as to the Units that comprise the Sub-Association;

(c) The Sub-Associations shall have the right to exercise the powers granted the Association in the event of a partial condemnation of Units that comprise the Sub-Association pursuant to Article XV;

(d) The Sub-Associations shall have the obligation to maintain those Common Areas appurtenant to the Units that compromise the Sub-Association as well as Common Building Exterior and Structural Limited Common Areas appurtenant to the Units that compromise the Sub-Association as set forth in Section 4.7, provided, however, that the exterior surface plaza and walkway areas that are Common Areas, shall not be subject to maintenance by the Sub-Association, and shall always be maintained by the Association.

The powers and obligations conferred upon the Sub-Associations in this Section shall only be exercised by the Sub-Association to the extent these powers and obligations are solely applicable to the Units comprising the Sub-Association. The Association may withdraw the conferral of powers and obligations set forth herein, having given a Sub-Association notice of its deficiencies in performance and at least fifteen (15) day opportunity to cure such deficiencies if (a) any of the events or obligations set forth above affect Units in more than a single Sub-Association; (b) a Sub-Association fails to exercise the powers or fulfill the obligations conferred herein in a commercially reasonable manner consistent with similar properties in Boise, Idaho, to the detriment of other Units within the Project; or (c) the Association demonstrates that certain powers and obligations can be performed by the Association in a more cost effective manner. Prior to withdrawing any of the foregoing powers and obligations the Association shall provide reasonable notice to the Sub-Association and shall afford the Sub-Association a reasonable opportunity to address and rectify its deficiencies in the performance of its powers and obligations.

ARTICLE XI COVENANTS, CONDITIONS AND RESTRICTIONS

Section 11.1 Use of Units. The uses that are permitted of the Units shall be consistent with the provisions of this Declaration and any Sub-Declarations.

Section 11.2 Multimodal Center Use. The Multimodal Center will be operated within the VRT Units and appurtenant easements. As such, nothing in this Section or elsewhere in this Declaration shall limit or restrict the ability of the Owner of the VRT Units to operate a public transit facility within the VRT Units or appurtenant easements and nothing contained herein shall apply with the respect to noise emanating from the Multimodal Center in its operation as a transit center. The operation of the Multimodal Center shall be exclusively at the discretion of the Owner of the VRT Units, with access to the Multimodal Service Areas by the Multimodal Service Areas Accessing Parties occurring pursuant to the provisions of this Declaration, including the reservation of

easements and designation of Limited Common Areas as required to facilitate the integrated, yet separate operation of the Multimodal Center within the larger Project. Notwithstanding anything in this Declaration or elsewhere to the contrary, neither this Section, nor any other provision of this Declaration that would limit or restrict the ability of the Owner of the VRT Units to so operate a public transit facility may be amended or revised in any manner without the express written consent of the Owner of the VRT Units.

Section 11.3 Vehicles and Parking.

Section 11.3.1 No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked within the Parking Units or the Parking Areas, except such delivery and service trucks as are temporarily parked in locations designated by the Association for such purposes.

Section 11.3.2 No motor vehicle shall be constructed, repaired or serviced at the Project, except on a short-term emergency basis where such repairs are necessary to affect the removal of a disabled vehicle.

Section 11.3.3 Users shall have no right to use, any parking space located in the Project within the Parking Units or the Parking Areas, except by separate agreement or license with the Owner of same.

Section 11.3.4 No vehicle shall be parked or left on the Project subject to this Declaration other than designated parking spaces which shall be used for parking operable vehicles only and shall not be converted for living, recreational or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of a motor vehicle thereon.

Section 11.4 Use of Common Area. Except as specifically set forth with respect to Limited Common Area, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. The Owners, their Occupants, and their Users may not use any Common Area in any manner that unreasonably interferes with, hinders or encroaches upon the rights of other Owners in and to the Common Areas.

Section 11.5 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any part of the Project which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association or any Owner would pay, but for such activity, without the prior written consent of the Association and each Owner. Nothing shall be done or kept in any part of the Project that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any of Owner's Occupants or Users, and each Owner shall release the Association and indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such

Owner's Occupants or Users. No noxious, illegal, destructive, dangerous or offensive activity shall be carried on in any part of the Project. No Owner or such Owner's Occupants or Users shall create or permit a nuisance to exist on any portion of the Project within the ownership or control of same. Provided, however, that notwithstanding the foregoing no use or activity otherwise permitted by the City of Boise Zoning Ordinance shall be prohibited within the Project. The load on each floor shall not exceed the load specified in the original plans and specifications for the Project.

Section 11.6 Rules and Regulations. No Owner shall violate the Rules and Regulations for the use of that portion of the Project to which such Rules and Regulations apply. Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Project is hereby declared to be a violation of a restriction in this Declaration and subject to any or all of the enforcement procedures set forth below.

Section 11.7 Maintenance of Interiors. Consistent with Section 4.11 and Section 4.12 above, each Owner or Occupant shall keep the interior of such Owner's or Occupant's Unit, including, without limitations interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto and the Limited Common Areas designated exclusively therefor, if any, in a clean, sanitary, and attractive condition and good state of repair. If certain Limited Common Areas are designated for use by multiple Units, then such Owners shall collectively maintain, clean, repair and generally keep in good order and operating condition the Limited Common Areas serving such Units.

Section 11.8 Alterations.

Section 11.8.1 Except as otherwise expressly provided in this Declaration, an Owner may not make (i) any improvement or alteration to a Common Area, or (ii) any improvement or alteration to its Unit that affects any Common Area or any other Unit, without the prior written consent of the Association and Owner of any affected Unit. No Owner shall do any work or make any alterations or changes that would jeopardize the soundness or safety of the Project without obtaining the prior written consent of the Association. No Owner shall do any work or make any alterations or changes which would reduce the value of the Project or impair any easement or hereditament, without in every case first obtaining the prior written consent of the Association. Without limiting the generality of the foregoing, an Owner may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture that either: protrudes beyond the boundaries of the Owner's Unit; or is located wholly outside the Owner's Unit (even if located within a Limited Common Area that is assigned to solely the Owner's Unit).

Section 11.8.2 Notwithstanding Section 11.8.1 above, initial construction of the Project may be carried out by Declarant or any Owner responsible for such initial construction without obtaining the prior written consent of the Association; provided, however, that all such initial construction shall be accomplished in accordance with plans

and specifications approved by Declarant prior to the commencement of such construction.

Section 11.9 Construction Work Generally. All Construction Work as defined below shall be conducted as follows:

Section 11.9.1 All construction, alteration, replacement or repair work undertaken upon any portion of a Unit or the Project ("**Construction Work**"), shall be accomplished in the most expeditious, diligent and speedy manner possible. Any Person undertaking Construction Work shall take all necessary measures to minimize any damage, disruption or inconvenience caused by the Construction Work to the Owner, Owner's Occupant, or Users of any affected Unit or the Project, and shall make adequate provisions for the safety and convenience of all Occupants and Users of the Project. Specifically, from and after the initial occupancy of any Unit, any Construction Work shall be conducted in a manner and during restricted hours so as to avoid interference with ingress and egress to and the quiet use and enjoyment of the Occupants and Users of the Project. An Owner shall coordinate and schedule any Construction Work with the Owner and the Owner's Occupant of any Unit that will be potentially impacted by such Construction Work to minimize such impact and not unreasonably interfere with or limit the operations of any such affected Unit. Notwithstanding the foregoing each Owner, however, taking title to a Unit from and after the recording of this Declaration shall be deemed to have acknowledged and agreed that due to the complexity of the Project, its mixed-use nature, and the interrelated elements of the Project that it shall reasonably coordinate with other Owners and their Occupants in the performance of Construction Work and that no Owner shall unreasonably object to or limit the performance of such Construction Work.

Section 11.9.2 Any Owner, Owner's Occupant, or User undertaking Construction Work shall promptly repair, at its own cost and expense, any and all damage caused thereby and shall restore the affected portion of the improvements upon which the Construction Work is performed to a condition equal or superior to the condition existing prior to beginning the Construction Work and shall pay all costs and expenses associated therewith and shall indemnify and hold all Owners, Occupants and Users harmless from any and all loss, cost, damages, liability, injury or expense (including, but without limitation, claims of lien for work or labor performed, and materials or supplies furnished in connection with Construction Work or the voiding or terminating of any existing warranty applicable to any item or element installed in the Project) caused by or arising out of the performance of the Construction Work. The foregoing limitation shall not, however, apply to the obligation to promptly repair, at its own cost and expense, any and all damage caused by the Owner as set forth above in the manner specified above.

Section 11.9.3 Except in the event of an emergency, Construction Work shall be undertaken only after giving the Association thirty (30) days' prior written notice of the Construction Work to be undertaken, the scope, nature and extent of the Construction Work, the duration of the work period, and the area in which the Construction Work is to be performed. Such notice shall include copies of any plans and specifications for the Construction Work to be undertaken.

Section 11.9.4 All Construction Work shall comply with the plans and specifications therefor approved under this Declaration, and with all applicable laws, ordinances, rules, regulations and other requirements of all governmental authorities, public bodies and other authorities having jurisdiction (such as public utilities), including, without limitation, environmental and zoning laws and building codes. The Person performing the Construction Work shall also secure all licenses and permits required therefor by said authorities. All Construction Work shall be performed in accordance with rules and regulations from time to time promulgated by the Association.

Section 11.10 Emergency Work. Notwithstanding any requirement for prior notice or approval contained in this Declaration, in the event of an emergency condition, any Occupant or User may undertake the necessary Construction Work to remedy any emergency condition, provided that such Occupant or User does so in good faith, gives notice thereof to the Association upon the occurrence of the emergency condition or as soon thereafter as possible, and otherwise conforms to the applicable provisions of this Article, to the extent feasible under the circumstances.

Section 11.11 Enforcement Responsibility. Without limitation upon its general powers, the Association shall be responsible for enforcement of all of the covenants of this Article with respect to all Construction Work performed within the Project.

Section 11.12 Signage. In the initial approval of the Project, Declarant obtained approval for a master sign plan for the Project ("**Project Sign Plan**"). Each Owner shall have the right to erect identification signs or similar signage identifying the business or names of the Occupants conducting business in the Unit on or within its Unit consistent with the Project Sign Plan, except that any sign(s) or signage constructed in or on a Unit which are visible from any Common Area must be approved by the City of Boise and the Association in writing prior to erecting such identification sign(s) or signage to ensure consistency with the Project Sign Plan. Without limiting the foregoing, no "For Sale" or For Rent" or similar signs which are visible from any Common Area shall not be displayed unless approved by the Association. Additionally, the Association may approve placement of signage upon the Common Area, including upon the exterior of the buildings on such terms and conditions as it may elect to impose upon the Association's exercise of its discretion in implementation of the Project Sign Plan. All placement of signage upon the Common Area including all exterior signage shall occur only upon the Association's review and approval and upon compliance with all governmental requirements and the Project Sign Plan. Notwithstanding the foregoing, each Owner by accepting a deed to a Unit herein is deemed to acknowledge that (a) at the time of approval for the Project, the entirety of the Project was within a district that imposed significant limitations and restrictions to the size, location, and number of signs for various elements of the Project; (b) the original Project Sign Plan was approved on December 1, 2014 by the City of Boise pursuant to a variance application, CVA14-00059, approving the Project signage plan; (c) any modification to the Project Sign Plan for any Unit will likely necessitate modification to CVA14-00059 from the City of Boise; and (d) that the Association may withhold approval of any future modification of the approved signage for any Unit, if the approval

of the same would adversely affect, limit, or modify any previously approved Project Sign Plan pursuant to CVA14-00059. Any Owner seeking such modification to the Project Sign Plan shall confer first with Declarant and the Association, and shall be solely responsible for obtaining approval of its signage and the manufacturing and installation of the same.

Section 11.13 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise from the Project or any Unit so as to render any portion of the Project unsanitary, unsightly, offensive, or detrimental to any other portion of the Project, any Unit, or to any Occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Project or any Unit so as to be offensive or detrimental to any other portion of the Project, any Unit or any Occupants. Without limiting the generality of any of the following provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security systems used exclusively for security purposes) shall be located, used, or placed on any such portion of the Project or any Unit without the prior written approval of the Association. Provided, however, that notwithstanding the foregoing no use or activity otherwise permitted by the City of Boise Zoning Ordinance or any agreement between Declarant and the City of Boise shall be deemed to be a nuisance or shall be prohibited on the Project.

Section 11.14 Exterior Installations. Except as set forth in Section 4.13.7, no telecommunications equipment, television antennas, wiring, or installation of HVAC equipment, unless properly screened from view or contained within roof wells as part of the original construction of the Project, shall be installed on the exterior or roof of any building for the use of any Unit or be allowed to protrude through the walls, windows, or roof of any Building for the use of any Unit unless the prior written approval of the Association, which approval shall not be unreasonably withheld, delayed, or conditioned is secured, provided, however, that the Association may reasonably require Owners to share such exterior installations and the Association shall have no obligation to permit the placement of any exterior installation that unreasonably interferes with the Common Area or would have an adverse impact on the structure or mechanical systems serving the Project.

Section 11.15 Limitations on Noise and Amplification. In addition to the general provisions of Section 11.13 and Section 11.14 applicable to the operation of the various patios, balconies, and decks developed within the Project, as identified in Section 4.2.4, Section 4.2.5, and Section 4.2.6, and the specific provisions related to the operation of the Multimodal Center in Section 11.2, there shall be additional limitations on noise and amplification as set forth in this Section. No Owner, Owner's Occupant, or User shall permit noise from its Unit, patio, balcony, or deck, whether ambient or amplified, to unreasonably limit or interfere with the use and enjoyment of any adjacent Unit, Limited Common Area, or Common Area. It is recognized that as a mixed-use development, the Project has included a variety of uses and Units that will utilize amplified sound within Units as well as amplified sound on adjacent patios, balconies and decks. The Owners, Owner's Occupants and Users shall take such appropriate action as to minimize the impact of such noise emanating from such areas, including reducing the volume of such

noise, modifying the amplification systems, or improving sound insulation between adjacent Unit, Limited Common Area, or Common Area, as circumstances may dictate.

Section 11.16 Enforcement of Violations. No violation of the Declaration and/or the Rules and Regulations, inclusive of those items described above, shall be allowed. If any Owner, Owner's Occupants, or Users authorized by the Owner commits such violation, the Association may, in addition to any other legal remedies it may have, impose a Special Assessment upon such Owner of not more than Fifty Dollars (\$50.00) for each such violation for each day that such violation continues. Before invoking such Special Assessment, the Association shall give such Owner sixty (60) days' written notice to cure such violation and/or to be heard by the Association regarding the violation and any potential Special Assessment. If such violation is of a nature that it cannot be remedied within sixty (60) days, no Special Assessment shall be invoked so long as the Owner submits a remediation plan to the Association to remedy the violation within a reasonable time and such Owner diligently pursues such plan to completion. If an Owner violates the Rules and Regulation more than twice within any three (3) year period, regardless of whether such Rule and Regulation that has been violated is the same, the accrual of such Special Assessment shall begin three (3) days after the Association gives notice of such violation rather than sixty (60) days after such notice. Such additional Special Assessments may be collected and enforced in the same manner as any other Special Assessment under Article IX. Each remedy provided in this Declaration or by law shall be cumulative and not exclusive. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce such provision thereafter.

Section 11.17 Owner's Responsibility for Acts of Others. Each Owner shall be responsible for compliance with, and any violation of, the provisions of the Association Documents and the resolutions of the Association, by its Occupants and Users.

Section 11.18 Indemnification. Each Owner shall be liable to the remaining Owners, Declarant and the Association for any damage to the Common Area or the Units of the other Owners that may be caused by the Owner, its Occupants and Users to the extent any such damage is not covered by insurance. Each Owner shall indemnify, defend and hold harmless each of the other Owners, Declarant and the Association from and against any claim of any person for personal injury or property damage occurring within the Unit of the indemnifying Owner, unless the injury or damage to which such indemnity would apply occurred by reason of the active negligence or willful misconduct of the party claiming indemnification. In the event of damage that does is not fully indemnified due to the limitation set forth above, the Association shall have the power to levy an Assessment as authorized pursuant to Article IX, as reasonably necessary to compensate for any unindemnified injury.

Section 11.19 Notice of Conveyance, Assignment or Encumbrance. Promptly after a conveyance of a fee simple interest in a Unit or portion thereof, the grantee shall furnish a copy of the conveyance deed to the Association. Promptly after an encumbrance of a fee simple interest in a Unit or portion thereof, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance.

Section 11.20 Deliveries, Trash Removal and Other Services. By acceptance of a deed to a Unit, an Owner agrees that all deliveries and all trash removal services, and other such services to that Owner or its Unit other than removal of shredded sensitive paper and other storage devices shall be effected at a location or locations designated by the Association from time to time for such purposes. Unless otherwise directed by the Association, Owners of all Units and their Users shall place all trash and other waste from the Units in receptacles which are located in the Project and designated for that purpose. Owners shall not, and shall not permit their Users to litter. No burning of trash, garbage or other waste materials will be permitted at the Project.

Section 11.21 Exterior Storage. No Owner shall store any materials or items on or in any Common Area, other than those Common Areas designed for that purpose, such as storage lockers, and then only in strict accordance with the terms and conditions of the Rules and Regulations.

Section 11.22 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Property or in any Unit, except in accordance with the Rules and Regulations. Provided, however, that nothing contained herein shall prohibit service animals within this Project, as such term is defined in the American with Disabilities Act.

Section 11.23 Solid-Fuel Burning Devices. No solid-fuel burning devices, such as charcoal grills and wood burning stoves or fireplaces shall be used, kept or stored on the Project, without the prior approval of Declarant, or if after the Declarant Control Period, then the Association and the installation of appropriate air scrubbers to ensure that there is no damage to or additional maintenance of the Project as a result of such.

Section 11.24 Disclosures Regarding Rentals. The Association may regulate, limit, or prohibit rentals of Units to tenants whose use would violate any provision of this Declaration, result in a violation of applicable laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction, or likely result in objectionable noise, odors, or nuisances that would impact other occupants of the Project. All such regulations, limitations or prohibits shall be applied in a nondiscriminatory manner.

Section 11.24.1 The Owner shall require its tenant to comply with all of the terms and conditions of the Declaration and Bylaws;

Section 11.24.2 The Owner shall require its tenant to not allow or commit any nuisance, waste, unlawful or illegal act upon the Project; and

Section 11.24.3 The Owner shall require its tenant to abate any nuisance, waste, unlawful or illegal activity upon the premises as identified on the Association and the Owner shall acknowledge that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so.

Section 11.24.4 Owners of a Unit shall from time to time, upon request by Declarant and/or the Association provide the name, address, and telephone number of all Occupants, or subtenants, as well as a copy of the written lease agreement between the Owner and its Occupant, and any subtenants. The Association shall have the right and the obligation to enforce compliance with the Declaration and the Bylaws against any Owner and/or Occupant, or any subtenant, and shall have available to it all rights and remedies available in law or equity to enforce this Declaration, including any right or remedy as a third party beneficiary under any lease agreement, to enforce such compliance.

ARTICLE XII INSURANCE

Section 12.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power of authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article prior to or concurrently with the first conveyance of a Unit. Any obligation or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Unit, shall become an obligation of the Association and shall be paid for out of Association funds.

Section 12.1.1 Property/Casualty Insurance. The Association shall obtain insurance on the Project to provide coverage in the event of damage or destruction from the casualty against which such insurance is obtained, together with an agreed amount or similar endorsement sufficient to remove any coinsurance requirement in the Property coverage, all in the manner reasonably deemed appropriate by the Association. Such insurance shall be in an amount of the full replacement value of: (a) the Common Area; (b) the "shell" finish of any unit including all demising walls and storefronts, all doors, locks, plumbing and electrical fixtures and HVAC equipment and fixtures (but without floor, wall or window coverings, paint, or finish, without built-in fixtures such as cabinets or file systems, and without special equipment used by the Occupant and wiring, plumbing and HVAC systems required to support such special equipment); (c) utilities to the core of the Common Area on the floor; and (d) an amount equal to forty dollars (\$40.00) per rentable square foot (as increased by the Association at its reasonable judgment from time to time to reflect increases in costs) to finish interior fixtures, utility and HVAC systems and other improvements within the Units. Such insurance must be all risk coverage or include express coverage for fire and extended coverages, including vandalism and malicious mischief; war risk insurance and earthquake coverage shall be added by endorsement or separate policy if available and if deemed appropriate by the

Association and can be obtained at rates deemed reasonable by the Association and/or the applicable Mortgagee, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such “deductible” provisions as in the Association’s opinion are consistent with good business practice.

Section 12.1.2 Public Liability and Property Damage Insurance. The Association shall purchase broad-form, commercial general liability coverage in such amounts and in such forms as the Association deems advisable to provide adequate protection identifying (1) as a named insured the Association, any Mortgagee with a lien on a majority of the Units in the Condominium or a majority of the square footage of a building and insuring each Mortgagee with a secured lien on the Units as an additional insured without their having to be named in the coverage; (2) as named insureds, the Owners of all Units and their Designated Tenants; and (3) as additional insureds Ada County Highway District, Capital City Development Corporation, and the owners of certain adjoining and subsurface properties that are the subject of additional agreements imposing mutual ongoing obligations. The amount of such commercial General Liability Coverage shall be at least Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project. All liability coverages shall expressly waive all contributory negligence or acts by the Association or its members from limiting or invalidating any coverage.

Section 12.1.3 Worker’s Compensation and Employer’s Liability Insurance. The Association shall purchase worker’s compensation and employer’s liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 12.1.4 Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as the Association shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery. Such coverage limits shall be equal to not less than nine (9) months of Association Assessments to the Unit Owners for said period.

Section 12.1.5 Other. The Association may obtain insurance against such other risks of a similar or dissimilar nature as the Association shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 12.1.6 Coordination of Coverage. All insurance coverage under this Declaration and any Sub-Declaration shall be coordinated by the Association and any Sub-Associations to ensure that the purposes of this Section are fully satisfied, providing the coverages required hereunder, while doing so in as cost effective a manner for the benefit of the Association, the Sub-Associations, the Owners of all Units, and the identified additional insureds and named insureds. It is the intention of Declarant in creating and imposing these rights that adequate insurance be maintained as set forth

herein, in a cost effective manner, in a comprehensive insurance regime for the entirety of the Project, including parcels that may be assembled and incorporated hereafter.

Section 12.2 Form. Property/Casualty insurance shall be carried in a form or forms naming the Association as trustee for the Owners, which policy or policies shall specify the interest of each Unit Owner (Owner's name, Unit number and the appurtenant undivided interest and/or share in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective First Mortgagees which from time to time shall give notice to the Association of such First Mortgage, such proceeds to be used in accordance with this Declaration. Upon written request, the Association shall furnish to each Owner any First Mortgagee with a secured lien on a majority of the Units and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner and said First Mortgagee. All policies of insurance obtained by the Association shall provide for a waiver of subrogation by the insurers as to claims against the Association, the Board of Directors, Declarant, employees and agents of the Association, and each Mortgagee of any Unit and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

Section 12.3 Insurance Proceeds. Pursuant to the Deed of Trust to secure the construction loan for the Project, such Mortgagee will receive, hold and administer all property-casualty-insurance proceeds during the term of said loan. Thereafter, the Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project, which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the appointments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 12.4 Owner's Own Insurance. Each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Unit for all floor, wall or window coverings or built-in fixtures such a cabinets or file systems, the Owner's personal property, furniture and furnishings located in the Owner's Unit, for the Owner's personal liability, and covering such other risks as the Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this

Article. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the policies, described in this Section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner shall be liable to the Association to the extent of any such diminution. In addition, any improvements made by an Owner within such Owner's Unit may be separately insured by the Owner, but such insurance shall be limited to the type commonly known as "tenant's improvements" insurance.

**ARTICLE XIII
CASUALTY DAMAGE OR DESTRUCTION**

Section 13.1 Affects Title. Title to each Unit is hereby made subject to the terms and conditions hereof which bind Declarant and all subsequent Owners, whether or not it is so expressed in the deed by which any Owner acquires such Owner's Unit.

Section 13.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association by and through the Association's elected officers as the Owners' true and lawful attorney-in-fact in the Owner's name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from Declarant or from any Owner shall constitute such appointment.

Section 13.3 General Authority of the Association. As attorney-in-fact, the Association by and through the Association's elected officers shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted to the Association. Repair and reconstruction of the Project as used in the succeeding Sections mean restoring the Project to substantially the same vertical and horizontal boundaries as before. Except upon the occurrence of the circumstances set forth in Section 13.8, the proceeds of any insurance collected shall be utilized by the Association to repair and reconstruct the Project.

Section 13.4 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that the Association deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 13.5 Repair or Reconstruction. As soon as practicable after receiving the estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve; provided, however, in such latter event in the absence of the consent of each affected Owner, the number of cubic feet and

the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit, as originally constructed pursuant to such original plans and specifications for the Project, and the Project shall be substantially the same as prior to damage or destruction.

Section 13.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 13.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in Section 13.6 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the Special Assessments by the Association under Section 13.6 of this Declaration.

Section 13.8 Decision Not to Rebuild. If the Owners representing eighty percent (80%) of the votes, agree not to rebuild as provided herein within one hundred (100) days after the casualty, the Project shall be sold and the proceeds distributed to the Owners according to their respective Allocation of Ownership Interest in Common Areas.

Section 13.9 Casualty to a Unit. To the extent that the Association is not obligated to make any such repairs or replacements, each Owner shall repair or replace any damage to or destruction to the interior of its Unit, as soon as is reasonably practical after such damage or destruction occurs.

ARTICLE XIV OBSOLESCENCE

Section 14.1 Adoption of a Plan. The Owners may agree that the Project is obsolete and adopt a written plan for renewal and reconstruction. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in the Ada County, Idaho, real estate records. Any agreement pursuant to this Section shall require the vote of eighty percent (80%) of the votes of the Owners of Units that then exist.

Section 14.2 Payment of Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as Assessments against their respective Units. These Assessments shall be levied in advance pursuant to Article IX,

hereof, and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 14.3 Sale of Obsolete Units. The Owners may agree that the Units are obsolete and that the Project should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and mailing the same to each Owner of a Unit and to each First Mortgagee by receipted delivery (either overnight courier or certified US Mail) and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all the Owners free and clear of the provisions contained in this Declaration, the Parcel Map and the Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to their respective Allocation of Ownership Interest in Common Areas and such apportioned proceeds shall be paid into separate accounts, each account representing one (1) Unit. Each such account shall remain in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens, and the balance remaining to each respective Owner. Any agreement pursuant to this Section shall require the vote of eighty percent (80%) of the votes of the Owners of Units that then exist.

Section 14.4 Distribution of Excess. In the event amounts collected pursuant to Section 14.1 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XV CONDEMNATION

Section 15.1 Consequences of Condemnation. If, at any time or times during the continuance of the Unit ownership pursuant to this Declaration, or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 15.2 Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the “**condemnation award**,” shall be payable to the Association.

Section 15.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Unit ownership pursuant hereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective Allocation of Ownership Interest in Common Areas as set forth in Exhibit E-1; provided that if a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable, and each Owner

shall have the right to seek alternative judicial apportionment of such proceeds through a declaratory judgment proceeding upon demonstration of a more equitable allocation of the values of the Units.

On the basis of the principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 14.3 of this Declaration.

Section 15.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Unit ownership and Condominium regime hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner: as soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners; (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned or only partially taken; (c) the respective amounts allocated to the taking of or injury to a particular Unit or the taking of an entire Unit and/or improvements an Owner has made within its own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determined to be equitable in the circumstances and to assure as much as possible that the Project is restored to a useable condition. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 14.3 of this Declaration.

Section 15.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a Member of the Association. Thereafter, the Association shall reallocate the Allocation of Ownership Interests in Common Areas, Allocation of Insurance Obligations and voting rights determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception, and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration as provided herein.

Section 15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XIII above.

ARTICLE XVI
REVOCATION AND AMENDMENT

Section 16.1 Revocation or Amendment. Except where specifically provided for a higher percentage, this Declaration shall not be revoked, nor shall any of the provisions herein be amended, except upon the affirmative vote or consent of Declarant, during the Declarant Control Period and the Owners holding at least eighty percent (80%) of the votes. Any such revocation or amendment shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No revocation or amendment shall be effective unless and until the same is recorded in the official records of Ada County, Idaho.

Section 16.2 Power of Attorney for Purposes of Amendment of Parcel Map, Declaration, and Exhibits. All of Owners hereby irrevocably constitute and appoint Declarant through Declarant's authorized officer as the Owners' true and lawful attorney-in-fact in the Owner's name, place, and stead for the purpose of amending the Parcel Map and this Declaration to conform it to the actual configuration of the Project and the Units upon completion of construction of the Project, including amendment to depict easements within the Project, amendment of this Declaration to modify Exhibit D (Parcel Map) and amendment of this Declaration to modify Exhibits E-1, E-2, E-3, or E-4 to reflect the Improvements actually constructed (Allocation of Ownership Interest in Common Area and voting rights for the Association and designated Sub-Associations) attached hereto. Acceptance by any grantee of a deed from Declarant or from any Owner shall constitute such appointment. As attorney-in-fact, Declarant by and through its authorized officer shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted to Declarant. This power of attorney shall terminate upon the tenth (10th) anniversary of the recording of this Declaration.

Section 16.3 Limitation on Amendment. No amendment of this Declaration shall be effective to limit the use of any Unit under any commercial lease absent the affirmative consent of the Owner of such Unit or to otherwise prohibit a lawful use of said Unit. Notwithstanding the foregoing, any amendment approved pursuant to Section 16.1 for any purpose other than the use of a Unit, shall be binding upon every Owner and every Unit, whether the burdens thereon are increased or decreased thereby, and whether or not the Owner of each and every Unit consents thereto.

Section 16.4 Impact of Reversion on Unit B2. Unit B2 consists of subsurface property previously acquired by VRT from ACHD. Unit B2 is subject to certain reversionary rights retained by ACHD. If the reversionary interests retained by ACHD are triggered and ACHD reenters and takes possession of Unit B2 and desires that Unit B2 revert to its prior use and condition, then Unit B2 shall be severed from the Condominium with out any further action and shall be deemed to be no longer part of the Condominium. The Association and the Owner of Unit B1 shall work with ACHD to ensure that appropriate demarcation and demising occurs between Units B2 and B1. Declarant

hereby reserves the rights to effectuate the provisions of this Section and further reserves and declares in favor of the Association, Unit B2 and Unit B1 the easements necessary to effectuate this.

**ARTICLE XVII
MORTGAGEE PROTECTIONS**

Section 17.1 Benefit of Mortgagees. This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 17.2 Notice of Actions. If requested in writing to do so, the Association shall endeavor to give, (but in no event shall be liable for failure to do so) prompt written notice of the following to each Eligible Mortgagee:

(a) any condemnation loss or any casualty loss which affects a material element or portion of the Common Areas or any Unit in which an interest is held by the Eligible Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by an Owner whose Unit is encumbered by a Eligible Mortgage held by such Eligible Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of First Mortgagees as set forth in this Article or otherwise in this Declaration; and

(e) any judgment rendered against the Association; and

(f) any determination or vote involving obsolescence of any portion of the Project, including any building within the Project, or any matter pursuant to Article XIV of this Declaration, or any vote to terminate or alter the ownership structure of the Association or the Condominium regime.

Section 17.3 Consent Required. Notwithstanding anything to the contrary contained in this Declaration, each Eligible Mortgagee may object to any action for which it is entitled to receive notice pursuant to Section 17.2 above if the collateral secured by its lien has been damaged or impaired unless such Eligible Mortgagee grants its written consent or its lien is paid off in full; and the Association may not take any of the following actions without the consent of First Mortgagees holding liens on not less than sixty-seven percent (67%) of the Units in the Condominium (based on the Allocated Interest in Common Area attributable to each Unit covered by a First Mortgage):

(a) by act or omission seek to abandon or terminate the Project, Condominium or Association except after condemnation or substantial casualty in which the lien of each Eligible Mortgagee is paid in full;

(b) except as provided herein for condemnation, casualty and the exercise of Special Declarant Rights, change the Allocation of Ownership Interest in Common Areas, Allocated Shares or votes in the Association of any Unit;

(c) further divide or modify, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights or pursuant to Section 4.18.4;

(d) abandon, divide, partition, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers so long as the location of the easement or use does not materially limit or eliminate the use of the space by the Association or the Unit Owner, as the case may be);

(e) use property insurance proceeds for losses to any portion of the Common Areas for other than repair, replacement, or reconstruction of such Common Areas, except as provided by this Declaration; or

(f) merge the Project with any other common interest community.

Section 17.4 Notice of Objection. Unless an Eligible Mortgagee or First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring notice to or approval of such Eligible Mortgagees or First Mortgagees, as the case may be, within sixty (60) days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 17.5 First Mortgagee's Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Areas or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Areas. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) A First Mortgagee shall be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 17.6 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to: (a) deny or

delegate control over the general administrative affairs of the Association by the Owners; (b) prevent the Association from commencing, intervening and/or settling any legal proceeding; or (c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of the Article XIII above.

Section 17.7 Declarant Rights. No provision or requirement of this Article shall apply to any Special Declarant Rights or other rights or options reserved to Declarant in this Declaration.

**ARTICLE XVIII
ENFORCEMENT AND REMEDIES**

Section 18.1 Enforcement.

Section 18.1.1 Each provision of this Declaration with respect to the Association or the Common Areas or the consent and approval of any applicable Eligible Mortgagee or First Mortgagee, as the case may be, shall be enforceable by Declarant or by any Owner or by the applicable Mortgagee by a proceeding for injunctive relief.

Section 18.1.2 Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by Declarant or by the Association by: (i) a proceeding for injunctive relief; (ii) a suit or action to recover damages; or (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Occupants from the use of any Common Areas and from participation in any Association affairs.

Section 18.1.3 In addition to the rights and remedies described in Section 18.1.2 above, if an Owner fails to strictly perform or observe any covenant or condition to be performed or observed by such Owner under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty (30) days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Special Assessment, in accordance with Section 9.5 above.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

Section 18.1.4 All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

Section 18.2 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

Section 18.3 Non-Waiver. Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, Assessment, charge, lien or other provision of this Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XIX SPECIAL DECLARANT RIGHTS

Section 19.1 Special Declarant Rights. Declarant reserves to itself the rights set forth in Article III as well as those additional rights set forth as follows in this Article XIX.

Section 19.2 Improvements. Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct: any Improvements shown on the Parcel Map and any other buildings, structures or improvements that Declarant desires to construct on the Real Property, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project. Provided, however, that if Declarant does undertake such additional construction of Improvements, it shall accordingly adjust the Allocated Share of the Units as necessary.

Section 19.3 Development Rights. Subject to the terms of this Declaration, Declarant hereby reserves for itself and its successors and assigns the right to create easements, permits, licenses and other property rights and reservations as in connection with the development of the Project, provided that Declarant will not materially modify the visibility of or public access to any Unit from the rest of the Project, provided, however, that all Owners by accepting a deed to a Unit shall be deemed to acknowledge that the property immediately adjoining the Project commonly known as 8th Street and the Grove Plaza are currently owned by certain other entities over which Declarant has no control and may be subject to future modifications, changes and development.

Section 19.4 Sales Offices and Models. Notwithstanding anything in the Declaration to the contrary, during the Declarant Control Period, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale or leasing of all Units owned or to be owned by Declarant:

Section 19.4.1 Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or signs, banners, or similar devices at any place or places on the Project, but any such device shall be of a size and in a location as is reasonable and customary.

Section 19.4.2 Declarant shall have the right from time to time to locate or relocate any signs, banners, or similar devices, but in connection with such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period after the end of the Declarant Control Period, Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility that was placed on a portion of the Real Property for the purpose of aiding Declarant's sales efforts. Any signs, banners, or similar devices, and any separate structure or facility for aiding Declarant's sales efforts shall comply with applicable zoning ordinances.

Section 19.5 Exercising Special Declarant Rights. Declarant may exercise its Special Declarant Rights at any time prior to the expiration of the Declarant Control Period. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to Declarant in this Declaration, without the consent of the Association or any of the Owners.

Section 19.6 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rules and Regulations that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

Section 19.7 Rights Transferable. Declarant may transfer any Special Declarant Right reserved to it under this Article or under any other provision of this Declaration in accordance with the terms and conditions of the Condominium Property Act and any such transferred Special Declarant Right may be exercised at any time prior to expiration of the Declarant Control Period.

**ARTICLE XX
DURATION**

The Condominium structure created hereunder shall continue until this Declaration is revoked in the manner provided in Article XVI of this Declaration.

**ARTICLE XXI
GOVERNMENTAL OWNERS**

If an Owner is a governmental entity (“**Governmental Owner**”) that is restricted by law or the limits of its insurance policy, to perform an obligation under this Declaration (such as, by way of example and not limitation, to blanket indemnify, to subrogate its interests, or to add a third party as an additional named insured), then such obligation shall not apply to the Governmental Owner to the extent necessary for the Governmental Owner to be in compliance with such restriction; provided, however, that any mutual or reciprocal similar obligation shall equally not apply as between the Governmental Owner and Declarant, another Owner and/or the Association, as the case may be. Further, if the liability of a Governmental Owner is limited by the Idaho Tort Claims Act (Idaho Code §§ 6-901 et seq.) (“**Act**”), nothing in this Declaration shall extend any indemnification or other obligation of the Governmental Owner beyond the liability of the Governmental Owner provided by the Act. Notwithstanding the foregoing, the Association shall have the right and power to maintain such insurance as the Association deems to be necessary and appropriate pursuant to Article XII on behalf of the Owners and to assess them for the costs associated with such as set forth herein. Additionally, the Association and all Governmental Owners shall work together to ensure ~~that in~~ the process of developing budgets for the various Common Area elements of the Project, and establishing the resulting Assessments, shall be in accordance with Section 8.2 above.

**ARTICLE XXII
MISCELLANEOUS**

Section 22.1 Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of the Association Documents and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners, in a proper case, by an aggrieved Owner.

Section 22.2 Registration of Mailing Address. Each Owner shall register such Owner’s mailing address with the Association. All notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association. All notices or demands to be served on Eligible Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Eligible Mortgagee at such address as the Eligible Mortgagee may have furnished to the Association in writing. Unless the Eligible Mortgagee furnishes the Association such address, the Eligible Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 22.3 Owner's Obligations Continue. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that an Owner may have leased or rented said interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after the Owner conveys such Unit.

Section 22.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 22.5 Severability. If any of the provisions of this Declaration or any clause, paragraph, section, sentence, phrase, or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

Section 22.6 Consent to Record. The undersigned, who are the record owners of the Real Property, consents to the recordation of this Declaration and Parcel Map in the official land records of Ada County, Idaho.

Section 22.7 Naming Constructs. To identify certain elements of the Project, Declarant has utilized certain names, references, and phrases such as "US Bank Plaza", "Multimodal Center", "Clearwater Building", and "Centre Building" both out of convenience and pursuant to certain other contractual agreements that Declarant, or its affiliates have previously entered into. In the future, it is anticipated that for various economic or contractual reasons, these elements may utilize different names, references or phrases. In the event of such changes, it shall not be necessary or required to amend this Declaration, all successors to Declarant and all future Owners acknowledging that the naming of the various elements is not material as such are used solely for convenience and in satisfaction of certain contractual requirements. Moreover, for example only, and not limitation, there is no "Unit 1I" as that would be typographically confusing. Additionally, due to (i) nuanced and varied interpretations of Idaho law; (ii) current contractual requirements; (iii) requests by other parties; and (iv) the complexity of developing the Project together without assurance about how and when lenders, approving authorities, and other future users of the Project would come together in agreement, the Parcel Map and the Association are referenced as "U.S. Bank Plaza". The use of the phrase "U.S. Bank Plaza," or any derivative thereof, shall not be interpreted to constitute any ownership of US Bank or any control by US Bank. Neither the Parcel Map, nor this Declaration, nor the name of the Association shall be required to be amended in the event US Bank, VRT, Clearwater Analytics, or the Greater Boise Auditorium District, cease to occupy any portion of the Project. The use of the respective names is immaterial, and taking ownership of the Units created by this Declaration evidences the conclusive agreement of the Owner to the foregoing.

This Declaration is executed on this _____ day of _____, 20____ by
Declarant and consenting owner:

KC GARDNER RIVERWOODS, L.C., a Utah
limited liability company, by its Manager

KC GARDNER COMPANY, L.C., a Utah
limited liability company

By: _____

Name: _____

Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20____, before me,
_____, a Notary Public in and for said State, personally
appeared _____, known or identified to me to be one of the managers
of KC Gardner Company, L.C., a Utah limited liability company, a manager of KC Gardner
Riverwoods, L.C., a Utah limited liability company, who subscribed said company's name
to the foregoing instrument, and acknowledged to me that he executed the same in said
company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public for Idaho
Residing at

My Commission expires:

GARDNER PLAZA, LLC,
an Idaho limited liability company

KC GARDNER COMPANY, L.C., a Utah
limited liability company

By: _____

Name: _____

Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20____, before me,
_____, a Notary Public in and for said State, personally
appeared _____, known or identified to me to be one of the managers
of KC Gardner Company, L.C., a Utah limited liability company, a manager of Gardner
Plaza, LLC, an Idaho limited liability company, who subscribed said company's name to
the foregoing instrument, and acknowledged to me that he executed the same in said
company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public for Idaho

Residing at

My Commission expires:

Consent to Condominiumization of US Bank Plaza by US Bank

US Bank is the owner and holder of the indebtedness secured by, and the beneficiary under those certain deeds of trust encumbering portions of the property described in the attached Exhibit A, consisting of (i) that Deed of Trust recorded on August 23, 2013 in the official records of Ada County, Idaho as Instrument No. 113096808, and (ii) that Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded on November 12, 2014, in the official records of Ada County, Idaho as Instrument No. 2014-092244 (collectively the "**Deed of Trust**"), and hereby consents pursuant to the requirements of Idaho Code § 55-1504(c)(iii) to the recording of the Declaration of Covenants, Conditions and Restrictions for US Bank Plaza Condominiums, and the Final Plat for US Bank Plaza Condominiums both of which are recorded contemporaneously, herewith; and further agrees to subordinate the Deed of Trust and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the Declaration and Final Plat, and acknowledges that the easements, rights and obligations set forth in the Declaration and Final Plat are superior to the Deed of Trust.

EXECUTED as of the _____ day of _____, ~~2015~~2016.

By: _____

Its: _____

STATE OF UTAH)
) ss.
County of Salt Lake)

On this _____ day of _____, ~~2015~~2016, before me personally appeared _____, known or identified to me to be the _____ of US Bank, the person who executed the instrument on behalf of said entity, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My commission expires _____

**EXHIBIT A-1
TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Legal Description of the Real Property Owned by Riverwoods

Unit A as depicted on the Plat Showing U.S. Bank Plaza Condominium recorded on August 25, 2014, at Book 107 Pages 14862 through 14866, as Instrument No. 2014-069070, in the official records of Ada County, Idaho and as further defined in the Master Declaration of Covenants, Conditions and Restrictions for U.S. Bank Plaza Condominium, recorded on August 25, 2014, as Instrument No. 2014-068941, in the official records of Ada County, Idaho.

**EXHIBIT A-2
TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Legal Description of the Real Property Owned by Plaza

Unit B as depicted on the Plat Showing U.S. Bank Plaza Condominium recorded on August 25, 2014, at Book 107 Pages 14862 through 14866, as Instrument No. 2014-069070, in the official records of Ada County, Idaho and as further defined in the Master Declaration of Covenants, Conditions and Restrictions for U.S. Bank Plaza Condominium, recorded on August 25, 2014, as Instrument No. 2014-068941, in the official records of Ada County, Idaho.

EXHIBIT A-3
TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS

Legal Description of the Real Property Owned by VRT

Beginning at a point which is 20.00 feet S.54°47'55"E. and 232.22 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence southerly 136.79 feet along the arc of a 100.00 foot radius non-tangent curve to the right, (chord bears S.04°02'51"E. 126.37 feet); thence S.35°13'45"W. 25.03 feet; thence N.54°47'21"W. 38.65 feet; thence N.35°15'06"E. 20.78 feet; thence N.18°13'20"W. 37.54 feet; thence N.08°42'10"E. 28.15 feet; thence N.35°15'06"E. 54.54 feet; thence S.54°44'54"E. 1.35 feet to the point of beginning.

This parcel shall consist only of subsurface rights. Elevations above mean sea level for the top of the parcel shall be understood to control the elevation of ownership. The top of the concrete surface that will be constructed as part of the roofing slab over the underground transit facility, varying in elevation from 2698.58 to 2700.50 will define the area of the parcel.

The above described part of an entire tract contains 6362 square feet in area or 0.146 acres.

And

Beginning at a point which is 17.76 feet S.54°47'55"E. and 40.00 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence N.35°12'05"E. 48.64 feet; thence S.54°55'25"E. 129.47 feet; thence S.35°31'30"W. 48.93 feet; thence N.54°47'55"W. 129.19 feet to the point of beginning.

This parcel shall consist only of subsurface rights. Elevations above mean sea level for the top of the parcel shall be understood to control the elevation of ownership. The top of the concrete surface that will be constructed as part of the roofing slab over the underground transit facility, varying in elevation from 2700.67 to 2701.50 will define the area of the parcel.

The above described part of an entire tract contains 6309 square feet in area or 0.145 acres.

**EXHIBIT B
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Articles of Incorporation of the Association

[See Attached]

attach previously filed Articles

EXHIBIT C
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS

[Amended and Restated](#) Bylaws of the Association

[See Attached]

~~Insert Amended and Restated Bylaws~~

**EXHIBIT D
TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Reduced Copy of the Parcel Map

[See Attached]

**EXHIBIT E-1
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Allocation of Ownership Interest in Common Areas and Votes in Association

Unit Number	Gross Unit Area	Allocation of Ownership Interest in Common Area	Number of Votes in Association
A	378990	55.025%	5502.46
B1	33785	4.905%	490.52
B2	5414	0.786%	78.60
B3	5680	0.825%	82.47
1A	5466	0.794%	79.36
1B	4472	0.649%	64.93
1C	2465	0.358%	35.79
1D	633	0.092%	9.19
1E	802	0.116%	11.64
1F	521	0.076%	7.56
1G	1062	0.154%	15.42
1H	5783	0.840%	83.96
1J	5560	0.807%	80.72
1K*	335	0.049%	4.86
1L*	1030	0.150%	14.95
2A	20251	2.940%	294.02
2B	5141	0.746%	74.64
2C	16666	2.420%	241.97
3A	19987	2.902%	290.19
3B	1732	0.251%	25.15
3C	16640	2.416%	241.59
4A	21209	3.079%	307.93
4B	27683	4.019%	401.92
5A	21403	3.107%	310.74
5B	7068	1.026%	102.62
6A	21384	3.105%	310.47
7A	21385	3.105%	310.48
8A	17696	2.569%	256.92
9A	17513	2.543%	254.27
10A	1009	0.146%	14.65
Total	688765	100.000%	10000.00
Note, there is no Unit 1I		Units 1K and 1L are exclusively bicycle storage	

EXHIBIT E-2

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS

Allocation of Ownership Interest in Common Areas and Votes in Clearwater Building

Sub-Association

Unit Number	Gross Unit Area	Allocation of Ownership Interest in Sub-Association Common Area	Number of Votes in Sub-Association
1A	5466	3.111%	311.14
1B	4472	2.546%	254.56
1C	2465	1.403%	140.32
1D	633	0.360%	36.03
1E	802	0.457%	45.65
2A	20251	11.528%	1152.75
3A	19987	11.377%	1137.73
4A	21209	12.073%	1207.29
5A	21403	12.183%	1218.33
6A	21384	12.172%	1217.25
7A	21385	12.173%	1217.30
8A	17696	10.073%	1007.31
9A	17513	9.969%	996.90
10A	1009	0.574%	57.44
Total	175675	100.000%	10000.00

EXHIBIT E-3

TO

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS**

Allocation of Ownership Interest in Common Areas and Number of Votes for Centre

Building Sub-Association

Unit Number	Gross Unit Area	Allocation of Ownership Interest in Sub- Association Common Area	Number of Votes in Sub- Association
1F	521	0.584%	58.39
1G	1062	1.190%	119.03
1H	5783	6.482%	648.17
1J	5560	6.232%	623.17
1K*	335	0.375%	37.55
1L*	1030	1.154%	115.44
2B	5141	5.762%	576.21
2C	16666	18.679%	1867.95
3B	1732	1.941%	194.12
3C	16640	18.650%	1865.03
4B	27683	31.027%	3102.74
5B	7068	7.922%	792.19
Total	89221	100.000%	10000.00

Units 1K and 1L are exclusively bicycle storage

EXHIBIT E-4

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS

Allocation of Ownership Interest in Common Areas and Number of Votes for Unit A Sub-
Association

Unit Number	Gross Unit Area	Allocation of Ownership Interest in Common Area	Number of Votes in Sub - Association
A	378990	100%	10000

EXHIBIT F
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
US BANK PLAZA CONDOMINIUMS

Easement Depictions

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

Rather than constructing the Can-Ada Substation on the Idaho Power Exchange Parcel, and installing high voltage power lines along Idaho Center Boulevard within the utility easement on the CWI Nampa Campus, Idaho Power proposed to CWI that CWI convey approximately 2.08 acres of the CWI Nampa Campus (CWI Exchange Parcel) to Idaho Power as depicted on Attachment 3 and as legally described on Attachment 4. In exchange, Idaho Power would convey the Idaho Power Exchange Parcel to CWI. As part of the conveyance of the CWI Exchange Parcel to Idaho Power, Idaho Power requires that CWI grant Idaho Power an access easement to the CWI Exchange Parcel and certain power line easements over portions of the CWI Nampa Campus.

IMPACT

Idaho Power's use of the CWI Exchange Parcel is for the construction of the Can-Ada Substation, and will not be used for public educational purposes. Accordingly, upon the conveyance of the CWI Exchange Parcel to Idaho Power, such property will cease to be used exclusively for public community college, or education-related auxiliary purposes which is required by the Grant Deed, and the Reservation will apply per its terms, so that the ownership of the CWI Exchange Parcel, and theoretically, the ownership of the entire CWI Nampa Campus would revert to BSU. BSU does not need the CWI Exchange Parcel or any of the remainder of the CWI Nampa Campus at this time, to further its educational purposes.

Additionally, and in consideration of BSU's release of the Reservation, Idaho Power has agreed to install underground (rather than above-ground) power lines from the Can-Ada Substation to BSU's property (BSU Parcel) as depicted on Attachment 3 in order to preserve the development potential of the property for a BSU west campus.

Because the easement serves to encumber the BSU property upon which the Advanced Technology Service Center, or the "TeCenter" was developed through a federal grant opportunity, BSU has sought and received consent for the power transmission line easement from the US Department of Education (Economic Development Administration).

ATTACHMENTS

Attachment 1:	Grant Deed	Page 5
Attachment 2:	Release of Reservation in Grant Deed	Page 15
Attachment 3:	Depiction of Idaho Power Exchange Parcel, CWI Nampa Campus, CWI Exchange Parcel and BSU Parcel	Page 23
Attachment 4:	Non-Exclusive Underground Power Line Easement	Page 25
Attachment 5:	Temporary Construction Easement	Page 29
Attachment 6:	Legal Description of CWI Exchange Parcel	Page 35

STAFF COMMENTS AND RECOMMENDATIONS

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

This is a request by BSU to a) release its reservation interest in 2.08 acres of the CWI Nampa Campus, and b) provide a ten foot wide underground power transmission line easement to Idaho Power along the southern boundary of the BSU Parcel.

As noted under the Impact statement, the Release of Reservation in Grant Deed affects only 2.08 acres of the CWI Nampa Campus and in executing the Release of Reservation in Grant Deed; the BSU Parcel will receive underground, rather than above-ground, power lines set forth in Attachment 5.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to execute the Release of Reservation in Grant Deed (Attachment 2).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2009032928

RECORDED

2009 JUN 30 PM 4 41

WILLIAM H. HURST
CANYON CNTY RECORDER
William H. Hurst
App

PIONEER TITLE COMPANY

REQUEST
TYPE *Deed* FEE *12.00*

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

College of Western Idaho
Attn.: Cheryl Wright
5500 East University Way
Nampa, Idaho 83687

200804105

(Space Above For Recorder's Use)

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, the **STATE OF IDAHO acting by and through the STATE BOARD OF EDUCATION as the Board of Trustees for BOISE STATE UNIVERSITY**, ("Grantor"), grants, transfers, conveys and assigns to the **COLLEGE OF WESTERN IDAHO** ("Grantee"), whose current address is 5500 East University Way, Nampa, Idaho 83687, and its successors and assigns forever, the following described real property:

SEE EXHIBIT "A" attached hereto and incorporated by this reference

SUBJECT TO all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show and to the restriction on Grantee's use of the Property as set forth herein.

SUBJECT FURTHER TO the Site Lease recorded August 12, 2003 as Instrument Number 200349973, records of Canyon County, Idaho.

AND, RESERVING UNTO GRANTOR, a perpetual non-exclusive easement on, over, across and through the Property for ingress and egress for vehicular and pedestrian traffic, and for utility lines and improvements, and the maintenance of such utility lines and improvements, for the benefit of Grantor's retained property, more particularly described on Exhibit "B," attached hereto and incorporated by this reference, and any future development or use of said retained property, which easement shall be located within the existing roadways, including curb, gutter, and sidewalks, currently named East University Way, Terra Linda Way, and Bronco Way, and the existing utility and infrastructure corridors or as such may be reasonably relocated in the future by Grantor or Grantee, with the

relocating party bearing all expense of such relocation. Grantor also further reserves a permanent non-exclusive easement for the location of reasonably sized entry signs at the North Can Ada Road entry points to the Property and reasonably sized directional signs at reasonable intersection locations of the existing or future roadways.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

RESERVATION OF GRANTOR. It is hereby understood and stipulated that this property must forever be used for public educational purposes and whenever the property hereby conveyed ceases to be used exclusively for public community college, or education-related auxiliary purposes, by Grantee, its successors or assigns, that said property and all improvements then situate on such property shall automatically revert to Grantor, its successors or assigns, without cost, charge or payment of any kind as fully and effectually as if this deed had not been made or executed.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name to this instrument this 26 day of July, 2009.

GRANTOR:

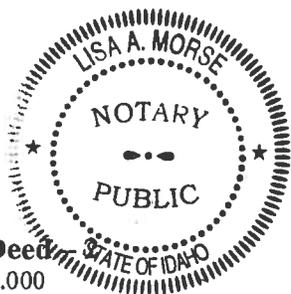
IDAHO STATE BOARD OF
EDUCATION, as the Board of Trustees for
BOISE STATE UNIVERSITY

By: [Signature]
Its: PRESIDENT

STATE OF IDAHO)
County of Latah) ss.

On this 26th day of June, 2009, before me, the undersigned, a Notary Public, personally appeared Paul Agidius, known or identified to me to be the President of the Idaho State Board of Education, the Board of Trustees for Boise State University, and the agency that executed the foregoing instrument or the person who executed the instrument on behalf the Idaho State Board of Education, and acknowledged to me that such agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Moscow, ID
My Commission Expires 4/3/15

Grant Deed
00181363.000

Exhibit A to Grant Deed

This parcel consists of a portion of the NW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ of Section 7, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said NW $\frac{1}{4}$ (W $\frac{1}{4}$ Corner Section 7), a found brass cap monument;

thence North $0^{\circ} 38' 38''$ East along the west boundary of said Section 7 a distance of 1326.68 feet to the northwest corner (N $\frac{1}{16}$ W Corner Section 7) of the S $\frac{1}{2}$ NW $\frac{1}{4}$, a found aluminum cap monument;

thence South $89^{\circ} 19' 01''$ East along the north boundary of the S $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 2531.76 feet to the northeast corner (CN $\frac{1}{16}$ Corner Section 7) of said S $\frac{1}{2}$ NW $\frac{1}{4}$, witnessed by a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing South $0^{\circ} 19' 41''$ West a distance of 25.00 feet;

thence South $0^{\circ} 19' 41''$ West along the east boundary of said S $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 1328.55 feet to the northeast corner of the SW $\frac{1}{4}$ (C $\frac{1}{4}$ Corner Section 7), a $\frac{5}{8}$ x 30 inch rebar set with an aluminum cap stamped L.S. 3627;

thence North $89^{\circ} 16' 31''$ West along the north boundary of said SW $\frac{1}{4}$ a distance of 876.03 feet to a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence South $0^{\circ} 19' 41''$ West parallel with the East boundary of said SW $\frac{1}{4}$ a distance of 614.57 feet to a point on the northerly right-of-way of the Boise Main Line O.S.L.R.R., a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence North $88^{\circ} 16' 56''$ West along said right-of-way a distance of 1666.73 feet to a point on the west boundary of said SW $\frac{1}{4}$, witnessed by a found $\frac{5}{8}$ inch diameter rebar bearing South $88^{\circ} 16' 56''$ East a distance of 40.01 feet;

thence North $0^{\circ} 38' 38''$ East along said west boundary a distance of 585.67 feet to the **POINT OF BEGINNING**, containing 100.208 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Exhibit B to Grant Deed

This parcel consists of a portion of the SE $\frac{1}{4}$ and of the SW $\frac{1}{4}$ of Section 7, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said SW $\frac{1}{4}$ (W $\frac{1}{4}$ Corner Section 7), a found brass cap monument;

thence South 89° 16' 31" East along the north boundary of the SW $\frac{1}{4}$ a distance of 1663.05 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence continuing South 89° 16' 31" East a distance of 876.03 feet to the northwest corner of said SE $\frac{1}{4}$ (C $\frac{1}{4}$ Corner Section 7), a 5/8 x 30 inch rebar set with an aluminum cap stamped L.S. 3627:

thence continuing South 89° 16' 31" East along the north boundary of said SE $\frac{1}{4}$ a distance of 2213.26 feet to a point which lies on a line 435.60 feet westerly from and parallel with the east boundary of said SE $\frac{1}{4}$, said point being witnessed by a found 5/8 inch diameter rebar bearing South 0° 16' 03" West a distance of 20.00 feet;

thence South 0° 16' 03" West along said parallel line a distance of 200.00 feet to a found 5/8 inch diameter rebar;

thence South 89° 16' 31" East parallel with the north boundary of said SE $\frac{1}{4}$ a distance of 435.60 feet to a point on the east boundary of said SE $\frac{1}{4}$ witnessed by a found 5/8 inch diameter rebar bearing North 89° 16' 31" West a distance of 40.00 feet;

thence South 0° 16' 03" West along the east boundary of said SE $\frac{1}{4}$ a distance of 475.70 feet to a point on the northerly right-of-way of the Boise Main Line O.S.L.R.R. witnessed by a found 5/8 inch diameter rebar bearing North 88° 16' 56" West a distance of 40.01 feet;

thence North 88° 16' 56" West along said right-of-way a distance of 3526.56 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence North 0° 19' 41" East parallel with the east boundary of said SW $\frac{1}{4}$ a distance of 614.57 feet to the **TRUE POINT OF BEGINNING**, containing 50.208 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Form 1402.06.A
Alta Owner's Policy (6-17-06)
1100302PO50600

First American Title Insurance Company
3 First American Way
Santa Ana California 92707

First American Title Insurance Company
OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No:</u>	<u>Date of Policy:</u>	<u>Amt of Insurance:</u>	<u>Premium Amt:</u>
200804105	J-1011648	June 30, 2009 at 4:41:00 PM	\$500,000.00	\$1,820.00
			Total Premium:	\$1,820.00

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

1. Name of Insured:

College of Western Idaho

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

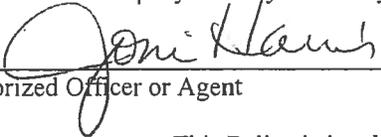
3. Title to the estate or interest in the land is vested in:

College of Western Idaho

4. The land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT A

Pioneer Title Company of Canyon County

By: 
Authorized Officer or Agent

ALTA Owner's Policy 6/17/06

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 2 page(s)

Form 1402.06.A
Alta Owner's Policy (6-17-06)
1100302PO50600

First American Title Insurance Company
3 First American Way
Santa Ana California 92707

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

This parcel consists of a portion of the Northwest Quarter and of the Southwest Quarter of Section 7, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said Northwest Quarter (W 1/4 Corner Section 7), a found brass cap monument; thence

North 0°38'38" East along the West boundary of said Section 7 a distance of 1326.68 feet to the Northwest corner (N 1/16 W Corner Section 7) of the South Half of the Northwest Quarter, a found aluminum cap monument; thence

South 89°19'01" East along the North boundary of the South Half of the Northwest Quarter a distance of 2531.76 feet to the Northeast corner (CN 1/16 Corner Section 7) of said South Half of the Northwest Quarter, witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 0°19'41" West a distance of 25.00 feet; thence

South 0°19'41" West along the East boundary of said South Half of the Northwest Quarter a distance of 1328.55 feet to the Northeast corner of the Southwest Quarter (C 1/4 Corner Section 7), a 5/8 x 30 inch rebar set with an aluminum cap stamped L.S. 3627; thence

North 89°16'31" West along the North boundary of said Southwest Quarter a distance of 876.03 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 0°19'41" West parallel with the East boundary of said Southwest Quarter a distance of 614.57 feet to a point on the Northerly right-of-way of the Boise Main Line O.S.L.R.R., a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 88°16'56" West along said right-of-way a distance of 1666.73 feet to a point on the West boundary of said Southwest Quarter, witnessed by a found 5/8 inch diameter rebar bearing South 88°16'56" East a distance of 40.01 feet; thence

North 0°38'38" East along said West boundary a distance of 585.67 feet to the POINT OF BEGINNING.

(Shown as Parcel 1 on Record of Survey recorded august 11, 2008 as Instrument No. 2008043732)

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 2 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

**File Number:
200804105**

**Date of Policy:
June 30, 2009 at 4:41:00 PM**

**Policy Number:
J-1011648**

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a)Unpatented mining claims;(b)reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under(a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

1. Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in Section 63-105S of the Idaho Code. R30408000 0
Affects said premises and other lands
2. Liens and assessments of the Nampa Municipal Irrigation System for the Nampa Meridian Irrigation District, and the rights and powers of said district as by law provided.
3. Liens and assessments of the Nampa Municipal Irrigation System for Pioneer Irrigation District, and the rights and powers of said district as by law provided.
4. Sewerage charges and special assessment powers for the City of Nampa.

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 3 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

5. Rights of way for irrigation and drainage ditches and canals and roads, including but not limited to, Idaho Center Blvd. Along Westerly boundary, and Purdum Gulch Drain, Phyllis Canal, as disclosed by County Assessor's map.
6. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded June 5, 1978 as Instrument No. 832660, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (Government Lot 2 and the Southeast Quarter Northwest Quarter.
7. Easement for utility right of way granted to City of Nampa, State of Idaho, recorded November 13, 1996 as Instrument No. 9636855. Affects a portion of Government Lot 3(Northwest Quarter of the Southwest Quarter) and Government Lot 2(Southwest Quarter of the Northwest Quarter)
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 11, 1999 as Instrument No. 9905375, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Crossing Agreement upon the terms, conditions and provisions contained therein:
Parties: PIONEER IRRIGATION DISTRICT and BOISE STATE UNIVERSITY
Recorded: December 13, 1999 as Instrument No. 9948393
10. Covenant of Purpose, Use and Ownership recorded May 23, 2002 as Instrument No. 200223645, records of Canyon County, Idaho, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

Amendment to said Covenants recorded July 10, 2002 as Instrument No. 200230951, records of Canyon County, Idaho.

Second Amended Covenant of Purpose, Use and Ownership recorded February 9, 2009 as Instrument No. 2009006077.

continued...

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 3 page(s)

First American Title Insurance Company

OWNER'S POLICY

SCHEDULE B

Exceptions from Coverage

11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 5, 2002 as Instrument No. 200235693, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. The leasehold estate created by the lease from The STATE of IDAHO acting by and through the STATE BOARD OF EDUCATION as the Board of Trustees for IDAHO STATE UNIVERSITY, lessor, to IDAHO STATE BUILDING AUTHORITY, lessee, dated July 17, 2003, recorded August 12, 2003 as Instrument No. 200349973, said lease having a term of 35 years from July 17, 2003.
(Affects: a portion of the South Half of the Northwest Quarter of Section 7 as shown on a survey by Toothman-Orton Engineering marked WCAMPUS.DWG, dated 04/09/03, job 03024.)
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 11, 2008, as instrument no. 2008043732, records of Canyon County, Idaho, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. An Easement for the purpose shown below and rights incidental thereto as reserved in a document
Purpose: Ingress and egress for vehicular and pedestrian traffic and for utility lines
Recorded: June 30, 2009 as Instrument No. 2009032928, records of Canyon County, Idaho. See copy attached.

END OF EXCEPTIONS

ALTA Owner's Policy Form B 1987 (Amended 6/17/06)

This Policy is invalid unless the cover sheet and Schedule A are attached.

Schedule B consists of 3 page(s)

N 1/4 Corner
Section 7
CP&F Inst. No.
200237049

NW Section Corner
Section 7
CP&F Inst. No.
9734375

589°21'32"E Utlick Road

2524.44'

N0°38'36"E
1326.68'

1328.55'
N019°41'E

NW1/4

589°19'01"E

2531.76'

N1/18 Corner
Section 7
25'
W.C.

N1/18W Corner
Section 7
CP&F Inst. No.
200233188

SUBJECT
PROPERTY

Parcel 1
100.208 Acres

N0°38'38"E 2653.36'

BASIS OF BEARING

N0°38'38"E
1326.68'

1328.55'
S019°41'W

W 1/4 Corner
Section 7
CP&F Inst. No.
200233188

POB 1

589°16'31"E 2539.08'

1663.05'

TPOB 2

N89°18'31"W

876.03'

E 1/4
Section
CP&F Inst. No.
8401

SUBJECT
PROPERTY

S019°41'W

614.57'

TPOB Li

356.77'

0.01'
C.C.

1888.73'

N88°18'55"W

Centennial Boise Main Line O.S.L.R.R.

272.99'

SW1/4

N0°38'38"E 2653.43'
2067.76'

N019°41'E 2657.21'

2027.45'

NO. 1008043732

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

**ATTACHMENT 2
DRAFT FOR DISCUSSION PURPOSES
PREPARED BY HAWLEY TROXELL 12.4.2015**

Recording Requested By and
When Recorded Return to:

Boise State University
Office of the General Counsel
University Plaza
960 Broadway, Suite 250
Boise, ID 83725-1002

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RELEASE OF RESERVATION IN GRANT DEED

THIS RELEASE OF RESERVATION IN GRANT DEED (“**Release**”) is made this _____ day of _____, 20____, by the State of Idaho acting by and through the State Board of Education as the Board of Trustees for Boise State University (“**BSU**”).

WITNESSETH

WHEREAS, pursuant to that certain Grant Deed dated June 26, 2009, which was recorded on June 30, 2009, as Instrument No. 2009032928, records of Canyon County, Idaho (“**Deed**”), BSU conveyed to the College of Western Idaho, a community college organized under the laws of the State of Idaho (“**CWI**”) that certain real property located in Canyon County, Idaho which is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS, the Deed contained the following reservation:

RESERVATION OF GRANTOR. It is hereby understood and stipulated that this property must forever be used for public educational purposes and whenever the property hereby conveyed ceases to be used exclusively for public community college, or education-related auxiliary purposes, by Grantee, its successors and assigns, that said property and all improvements then situate on such property shall automatically revert to Grantors, its successors and assigns, without cost, charge or payment of any kind as fully and effectually as if this deed had not been made or executed

(the “**Reservation**”).

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

ATTACHMENT 2

**DRAFT FOR DISCUSSION PURPOSES
PREPARED BY HAWLEY TROXELL 12.4.2015**

WHEREAS, CWI has requested that a portion of the Property more particularly described on **Exhibit B** attached hereto and incorporated herein (the “Released Property”), and as generally depicted, along with the Property, on **Exhibit C** attached hereto, be released from the Reservation of Grantor as described in the Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, BSU hereby declares (i) that the Reservation is released and terminated as an encumbrance of record against the Released Property or any portion thereof; and (ii) that the Reservation as to the Released Property is null and void, of no further force or effect and shall no longer run with or bind the Released Property or any portion thereof.

Executed effective as of the day and year first above written.

IDAHO STATE BOARD OF EDUCATION, as the
Board of Trustees for BOISE STATE
UNIVERSITY

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, personally appeared _____, known or identified to me to be the _____ of the IDAHO STATE BOARD OF EDUCATION, as the Board of Trustees for BOISE STATE UNIVERSITY, and the agency that executed the foregoing instrument or the person who executed the instrument on behalf of the IDAHO STATE BOARD OF EDUCATION, and acknowledged to me that such agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A

Legal Description of the Property

This parcel consists of a portion of the NW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ of Section 7, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said NW $\frac{1}{4}$ (W $\frac{1}{4}$ Corner Section 7), a found brass cap monument;

thence North $0^{\circ} 38' 38''$ East along the west boundary of said Section 7 a distance of 1326.68 feet to the northwest corner (N $\frac{1}{16}$ W Corner Section 7) of the S $\frac{1}{2}$ NW $\frac{1}{4}$, a found aluminum cap monument;

thence South $89^{\circ} 19' 01''$ East along the north boundary of the S $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 2531.76 feet to the northeast corner (CN $\frac{1}{16}$ Corner Section 7) of said S $\frac{1}{2}$ NW $\frac{1}{4}$, witnessed by a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627 bearing South $0^{\circ} 19' 41''$ West a distance of 25.00 feet;

thence South $0^{\circ} 19' 41''$ West along the east boundary of said S $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 1328.55 feet to the northeast corner of the SW $\frac{1}{4}$ (C $\frac{1}{4}$ Corner Section 7), a $\frac{5}{8}$ x 30 inch rebar set with an aluminum cap stamped L.S. 3627;

thence North $89^{\circ} 16' 31''$ West along the north boundary of said SW $\frac{1}{4}$ a distance of 876.03 feet to a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence South $0^{\circ} 19' 41''$ West parallel with the East boundary of said SW $\frac{1}{4}$ a distance of 614.57 feet to a point on the northerly right-of-way of the Boise Main Line O.S.L.R.R., a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped L.S. 3627;

thence North $88^{\circ} 16' 56''$ West along said right-of-way a distance of 1666.73 feet to a point on the west boundary of said SW $\frac{1}{4}$, witnessed by a found $\frac{5}{8}$ inch diameter rebar bearing South $88^{\circ} 16' 56''$ East a distance of 40.01 feet;

thence North $0^{\circ} 38' 38''$ East along said west boundary a distance of 585.67 feet to the **POINT OF BEGINNING**, containing 100.208 acres, more or less, and being subject to all easements and rights-of-way of record or implied.

Legal Description of the Released Property

DRAFT

Depiction of the Property and the Released Property

DRAFT

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DRAFT

Sharp & Smith, Inc.
Consulting Engineers and Surveyors

327 North 27th Street ○ Boise, ID 83702 ○ Telephone (208) 344-0676
www.j.sharp@sitestar.net

EXHIBIT B
Idaho Power Company
Can Ada Substation Parcel Description

A parcel of land for an electric power substation situate in the northwest quarter of the southwest quarter of Section 7, Township 3 North Range 1 West from the Boise Meridian, Canyon County, Idaho. The parcel is located on the south side of the College of Western Idaho Property, and is more particularly described as follows, to wit:

Commencing at the southwest corner of said Section 7, thence $N0^{\circ}38'27''E$ a distance 2067.58 feet on the west line of said Section 7 to the northerly line of the Union Pacific Railroad Right of Way; thence $S88^{\circ}17'05''E$ along said northerly right of way line a distance of 217.44 feet to the Real Point of Beginning;

Thence $N1^{\circ}53'34''E$ a distance 197.45 feet;

Thence $N15^{\circ}51'05''E$ a distance 54.85 feet;

Thence $N60^{\circ}51'05''E$ a distance 177.10 feet;

Thence $S74^{\circ}08'55''E$ a distance 54.85 feet;

Thence $S29^{\circ}08'55''E$ a distance 202.43 feet;

Thence $S1^{\circ}53'34''W$ a distance 154.33 feet to the northerly right of way line for said Railroad;

Thence along said northerly right of way line, $N88^{\circ}17'05''W$ a distance of 322.59 feet back to the point of beginning

Said parcel contains 2.087 acre, more or less.

Bearings are grid, based on the Idaho coordinate system of 1983, west zone. Mean correction to true bearing is $0^{\circ}31'35''$ counter clockwise.

December 11, 2015

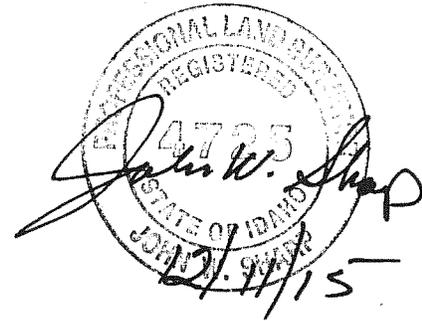
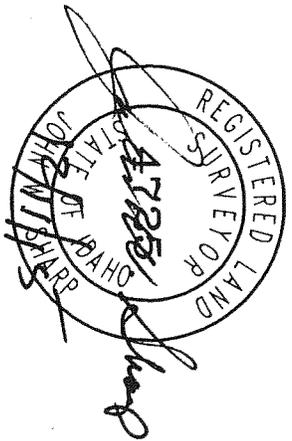
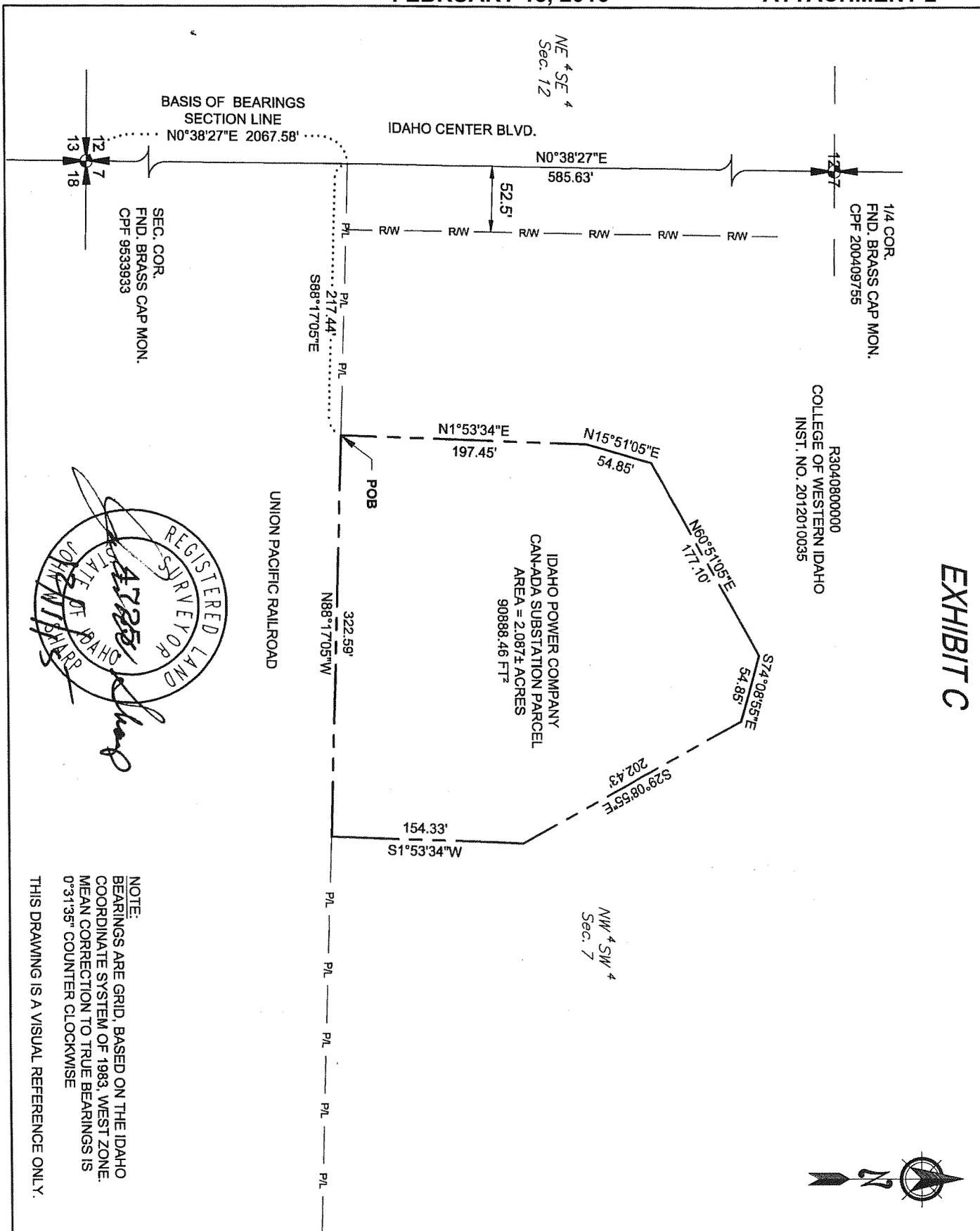


EXHIBIT C



NOTE:
BEARINGS ARE GRID, BASED ON THE IDAHO COORDINATE SYSTEM OF 1983. WEST ZONE. MEAN CORRECTION TO TRUE BEARINGS IS $0^{\circ}31'35''$ COUNTER CLOCKWISE
THIS DRAWING IS A VISUAL REFERENCE ONLY.



DS.XXX	SCALE: 1"=100'	DATE: 12/10/2015	IDAHO POWER COMPANY PARCEL SURVEY MAP FOR CAN-ADA SUBSTATION CANYON COUNTY, IDAHO SEC.7, T.3N, R.1W, B.M.	
DR.DAA	SHT. 3/3	WO No. ##		
SV.JWS				



**Can Ada Substation at
 College of Western Idaho
 Section 7, T. 3N., R1W., B.M.**



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**Prepared by, and
after recording return to:**

Idaho Power Company
Corporate Real Estate – Land Acquisition
Attn: Laura Bishop
P.O. Box 70
Boise, Idaho 83707

(Space above reserved for County Recorder's Use Only)

Non-Exclusive Power Line Easement

The Idaho State Board of Education, by and through Boise State University, "**Grantor(s)**", of Ada County, State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, "**Grantee**"), for One Dollar and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, a permanent and perpetual easement and right of way for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, cables, conduits, communication lines, including fiber optics, and also including related above-ground equipment such as pad-mounted transformers, junction boxes, and other above-ground equipment, and all related appurtenances, to be located within the easement premises as determined by Grantee at Grantee's sole and absolute discretion (all of the above collectively being referred to as the "**Facilities**") together with the right to permit the installation of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of "**Facilities**"), on, over, through, under, and across the following easement premises belonging to Grantor(s) in Canyon County, State of Idaho:

**See Exhibit 'A' Legal Description and as shown on Exhibit 'B' Survey Map
attached hereto and made a part hereof.**

Grantee is hereby also granted the perpetual right of ingress and egress for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee's expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee's expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee's use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee's expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee's Facilities over, through, under and across the lands subject to this easement.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

ATTACHMENT 4

Grantor shall not alter the grade or elevation of the land within the easement premises as existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement premises except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties' successors and assigns.

Executed and delivered this _____ day of _____,
20____.

GRANTOR:

**Idaho State Board of Education,
by and through Boise State University**

By: _____

Print Name: _____

Title: _____

Date: _____

List of Exhibits:

**Exhibit A – Legal Description
Exhibit B – Survey Map**

CORPORATE NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF _____)

I, _____ (*Notary's Name*), a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ (*Individual's Name and Title*) and _____ (*Individual's Name and Title*), who, known or proved to me that he/she/they are respectively the duly authorized person(s) of _____ (*Organization Name*), that he/she/they signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed of said organization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(*NOTARY SEAL*)

Notary Public
My Commission Expires on: _____

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TEMPORARY CONSTRUCTION EASEMENT
UNDERGROUND POWER LINE ON BOISE STATE UNIVERSITY PROPERTY

IDAHO POWER COMPANY

This Grant of a Temporary Construction Easement ("**Temporary Easement**") is made as of this ____ day of _____, 20____ ("**Effective Date**"), by and between _____ ("**Grantor**") and **Idaho Power Company**, an Idaho corporation ("**Grantee**").

WITNESSETH:

For good and sufficient consideration, it is agreed:

1. Grantor's Property. Grantor owns real property located in Canyon County, Idaho, which is more particularly described on **Exhibit 'A'** attached hereto and made a part hereof ("**Grantor's Property**").

2. Grant of Temporary Easement. Grantor hereby grants to Grantee a non-exclusive and Temporary Easement upon, over and across that portion of Grantor's Property described and depicted in **Exhibit 'B'** attached hereto and made a part hereof, for the sole purpose of installation of an underground power line ("**Power Line**") to be located within an underground power line easement on Grantor's property ("**Power Line Easement**").

3. Use. Grantee shall have the right to make such improvements as it deems reasonably necessary for the operation and use of the Temporary Easement, including but not limited to staking, installation of temporary structures and facilities, trenching, boring, earth movement, leveling, and removal of turf.

4. Access. Grantor also grants to Grantee a non-exclusive right to use the existing roads over Grantor's Property and to develop temporary roads as necessary (collectively referred to herein as "**Access Roads**") for access to the Temporary Easement with vehicles and equipment during the term of this Temporary Easement.

5. Removal and Restoration. At such time as Grantee has completed installation of the underground Power Line, Grantee shall remove all temporary improvements, Access Roads, structures and facilities placed upon or within the Temporary Easement by Grantee and shall restore Grantor's Property to the same condition, to the extent reasonably practical, as existed as of the Effective Date of this Temporary Easement.

6. Compliance with Laws. Grantee shall comply with all federal, state, county, and municipal laws, ordinances, and/or regulations now or hereinafter in effect from time to time and will obtain all necessary permits or licenses which are applicable to Grantee's use of the Temporary Easement.

7. No Liens. Grantee shall, at all times, keep the Temporary Easement free and clear of all liens and encumbrances (including without limitation mechanics', contractor's subcontractors', materialmens' liens and similar liens) relating to any work, materials or labor by Grantee or Grantee's Agents on the Temporary Easement and shall indemnify, defend and hold Grantor harmless from and against any of the same.

8. Indemnification. Each party agrees to indemnify defend and hold harmless the other from and against any and all suits, claims, demands, actions, proceedings, judgments, personal property damage, penalties, liabilities, damages, injuries, losses, costs or expenses of any kind or nature whatsoever including without limitation attorneys fees and related costs (all of the foregoing collectively being referred to herein as "**Claims**") arising directly or indirectly, in whole or in part, out of any of the following: (a) any breach of this Temporary Easement by the indemnifying party or its agents, contractors, licensees, invitees or guests (collectively, "**Agents**"); or (b) any negligence or willful misconduct by the indemnifying party or its Agents.

In addition, each party shall indemnify, defend and hold the other harmless from and against any and all Claims relating to any violation by the indemnifying party or its Agents of any laws relating to the use, generation, transportation, storage and/or release of any hazardous or toxic materials, including petroleum products.

This Section 8 shall be limited by and subject to the limits of liability specified in applicable law, including but not limited to the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929 inclusive; nothing contained herein shall be deemed to serve as a limit upon or a waiver of the Grantor's sovereign immunity, which is hereby expressly retained.

9. Term. The term of this Temporary Easement shall be from the Effective Date through the date Grantee has completed the installation of the Power Line and all removal and restoration efforts.

10. Successors and Assigns. This Temporary Easement and the covenants and agreements made herein shall, for the Term contemplated herein, inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

11. Notices. All notices given pursuant to this Temporary Easement shall be in writing and shall be given by personal delivery, by United States Mail Certified, Return Receipt Requested, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016**

ATTACHMENT 5

If to Grantor:

Boise State University:

Phone No.: (208) ___-____

If to Grantee:

Idaho Power Company
Corporate Real Estate
Laura Bishop
P.O. Box 70 (83707)
1221 W. Idaho Street
Boise, ID 83702
Phone No. : (208) 388-5272

The above addresses for the Parties shall be effective unless and until changed by written notice given to the other Party. The Parties acknowledge and agree that the phone numbers provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

IN WITNESS WHEREOF, the undersigned have caused this Temporary Construction Easement to be executed effective the day and year first set forth above.

Grantor:

Boise State University

By: _____

Print
Name: _____

Date: _____

Grantee:

**Idaho Power Company,
an Idaho Corporation**

By: _____

Lonnie Krawl
Vice President of Human Resources,
Administrative Services and Chief
Information Officer

Date: _____

LIST OF EXHIBITS:

Exhibit 'A' – Grantor's Property
Exhibit 'B' – Temporary Easement

EXHIBIT A

Grantor's Property

EXHIBIT B

Temporary Easement

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Sharp & Smith, Inc.

Consulting Engineers and Surveyors

327 North 27th Street ○ Boise, ID 83702 ○ Telephone (208) 344-0676

www.j.sharp@sitestar.net

TRACT I
EXHIBIT BIdaho Power Company
Can Ada Substation Parcel Description

A parcel of land for an electric power substation situate in the northwest quarter of the southwest quarter of Section 7, Township 3 North Range 1 West from the Boise Meridian, Canyon County, Idaho. The parcel is located on the south side of the College of Western Idaho Property, and is more particularly described as follows, to wit:

Commencing at the southwest corner of said Section 7, thence N0°38'27"E a distance 2067.58 feet on the west line of said Section 7 to the northerly line of the Union Pacific Railroad Right of Way; thence S88°17'05"E along said northerly right of way line a distance of 217.44 feet to the Real Point of Beginning;

Thence N1°53'34"E a distance 197.45 feet;

Thence N15°51'05"E a distance 54.85 feet;

Thence N60°51'05"E a distance 177.10 feet;

Thence S74°08'55"E a distance 54.85 feet;

Thence S29°08'55"E a distance 202.43 feet;

Thence S1°53'34"W a distance 154.33 feet to the northerly right of way line for said Railroad;

Thence along said northerly right of way line, N88°17'05"W a distance of 322.59 feet back to the point of beginning

Said parcel contains 2.087 acre, more or less.

Bearings are grid, based on the Idaho coordinate system of 1983, west zone. Mean correction to true bearing is 0°31'35" counter clockwise.

December 14, 2015



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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

IDAHO STATE UNIVERSITY

SUBJECT

Remodel Turner Dining Hall

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Idaho State University (ISU) is requesting Idaho State Board of Education (Board) approval to proceed with a design-build construction project to allow Chartwells, the contractor who holds the current dining contract with ISU, to remodel the Turner/Garrison Dining Hall Facility. The project would be accomplished with non-state funds in the amount of \$1,175,000.

Included in this project are a new pizza station, grill and serving areas. Additionally, this project includes new ceiling and lighting in areas over the serving counter/stations, new entry control point for card swipes for all-you-can-eat dining, a new wall system, resilient tile and stone flooring, painting, wall coverings, specialty equipment, casework, upgrades to the existing HVAC, plumbing, electrical and fire suppression systems, and a banquette for directing traffic in and out of the facility and maintaining control for paying customers.

The entire project is being accomplished by Chartwells in-house team of design professionals and contractors. This project is similar to the work that was done at the Pond Student Union Dining Facility several years ago and is in alignment with the Chartwells contract with Idaho State University.

This is not an academic space project; rather, an upgrade to an auxiliary function for dining near the Turner Dormitory Building. The current Chartwells contract is in place until 2021. At that time, ISU has the option to renew or terminate the contract. All improvements to the dining facility will be left in place in either case.

IMPACT

This construction project will be 100% funded by Chartwells in the amount of \$1,175,000.

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed project, which would be carried out with funding provided by a non-State entity, will also need to be reviewed and approved by the Permanent Building Fund Advisory Council, if the Board approves the project. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

BOARD ACTION

I move to approve the request by Idaho State University to proceed with a design-build projection project to remodel Turner Dining Hall. The project would be accomplished with Non-State Funds in the amount of \$1,175,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**Office of the Idaho State Board of Education
Capital Project Tracking Sheet**
As of: 1/15/2016

History Narrative

1 **Institution/Agency:** Idaho State University **Project:** Remodel Turner Dining Hall
 2 **Project Description:** Remodel ISU's Turner Dining Hall to upgrade food preparation and distribution systems, modernize dining areas, improve access controls and payment systems, and to comply with code changes instituted since the dining hall was originally constructed. Project to be 100% funded and executed as a design-build project by the ISU food service contractor, Chartwells, in accordance with food service contract specifications.
 3 **Project Use:** Improve food services to students at the primary campus dining facility.
 4 **Project Size:** 6,284 square feet

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	
9 Initial Cost of Project	\$ -	\$ -	\$ 1,175,000	\$ 1,175,000	\$ 78,000	\$ 1,097,000		\$ 1,175,000
11 History of Revisions:								
13 Proposed Revision	\$ -	\$ -						\$ -
22 Total Project Costs	\$ -	\$ -	\$ 1,175,000	\$ 1,175,000	\$ 78,000	\$ 1,097,000	\$ -	\$ 1,175,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
	\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -
30 Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

IDAHO STATE UNIVERSITY

SUBJECT

Authorization for issuance of general revenue refunding bonds.

REFERENCE

September 2004	The Idaho State Board of Education (Board) approved issuance of general revenue bonds to finance the acquisition of the land and improvements comprising University Place in Idaho Falls.
August 2007	The Board approved issuance of general revenue bonds to finance construction of an addition to Reed Gym complex and to purchase and renovate a building in Meridian formerly owned by the Meridian School District for ISU's use.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Idaho Code, Section 33-3804

BACKGROUND/DISCUSSION

Idaho State University (ISU) is seeking approval to refinance certain outstanding bonds. The Series 2016 Bonds would be issued by ISU to (i) refund certain outstanding bonds of ISU to achieve debt service savings and (ii) pay the costs of issuance of the Series 2016 Bonds. The Series 2016 Bonds would be issued solely for refinancing purposes; there are no new capital projects or other new funding related to the Series 2016 Bonds.

IMPACT

The refunding of the Series 2004B and Series 2007 in the aggregate principal amount of approximately \$13,695,000 would result in a debt service net present value savings in the amount of approximately \$1,433,000.

ATTACHMENTS

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Attachment 2 – Preliminary Office Statement	Page 31
Attachment 3 – Escrow Agreement	Page 93
Attachment 4 – Bond Purchase Agreement	Page 107
Attachment 5 – Moody's Rating Agency Report	Page 131
Attachment 6 – Debt Service Schedules-Savings Projections	Page 137

STAFF COMMENTS AND RECOMMENDATIONS

Attachment 1 includes the proposed supplemental resolution and supporting exhibits and schedules. Final documents are anticipated to be presented to the

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

Board for review and execution not later than the date of the Board meeting. Staff recommends approval.

BOARD ACTION

I move to approve a Supplemental Resolution for the Series 2016 Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Idaho State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016, delegating authority to approve the terms and provisions of the Bonds, in the principal amount of up to \$14,500,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016 Bonds.

Roll call vote is required.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THE BOARD OF TRUSTEES OF IDAHO STATE UNIVERSITY

Supplemental Resolution Authorizing the
Issuance and Sale of

up to \$14,500,000
General Revenue Refunding Bonds
Series 2016

Adopted February 18, 2016

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SUPPLEMENTAL RESOLUTION

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Idaho State University authorizing the issuance and sale of General Revenue Refunding Bonds, Series 2016, in the principal amount of up to \$14,500,000 (the "Series 2016 Bonds"), authorizing the execution and delivery of a Bond Purchase Agreement, Escrow Agreement, Continuing Disclosure Agreement, and other documents, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016 Bonds.

WHEREAS, Idaho State University (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Board of Trustees of the University (the "Board") is authorized, pursuant to the Educational Institutions Act of 1935, the same being Title 33, Chapter 38, Idaho Code (the "Act"), and the Constitution of the State of Idaho, to issue bonds for "projects" as defined in the Act and under Section 57-504 Idaho Code to issue bonds to refinance projects; and

WHEREAS, on September 17, 1992, the Board adopted a Resolution (the "1992 Resolution") relating to the issuance and sale of \$10,000,000 Student Facilities Fee Revenue Bonds, Series 1992 (the "Series 1992 Bonds"), and providing, among other things, for the issuance of additional Student Facilities Fee Revenue Bonds for future projects ("Additional Bonds"); and

WHEREAS, the University is authorized under the provisions of Article VII of the 1992 Resolution to issue Additional Bonds for refunding purposes upon compliance with the requirements of Section 7.3 of the Resolution; and

WHEREAS, pursuant to supplemental resolutions which have amended and supplemented the 1992 Resolution, the Board has authorized the issuance of the University's (i) Student Facilities Fee Revenue Bonds, Series 1993 (the "Series 1993 Bonds"), (ii) Student Facilities Fee Refunding and Improvement Revenue Bonds, Series 1998 (the "Series 1998 Bonds"), (iii) General Refunding and Improvement Revenue Bonds, Series 2003 (the "Series 2003 Bonds"), (iv) General Revenue Bonds, Series 2004A (the "Series 2004A Bonds"), (v) General Revenue Bonds, Series 2004B (the "Series 2004B Bonds"), (vi) General Revenue Bonds (Taxable), Series 2004C (the "Series 2004C Bonds"), (vii) General System Revenue Bonds (Federally Taxable), Series 2006 (the "Series 2006 Bonds"), (viii) General Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), (ix) General Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"), and (x) General Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"); and

WHEREAS, the Board has determined that all or a portion of the Series 2004B Bonds and Series 2007 Bonds currently outstanding (collectively, the "Refunded Bonds"), can be refunded in accordance with the Act to achieve a debt service savings that the Board

finds to be beneficial to the University in accordance with the Act and Section 57-504 Idaho Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF IDAHO STATE UNIVERSITY AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Board and the Underwriter pursuant to which the Series 2016 Bonds are to be sold.

“Bond Register” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2016 Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Board and the Trustee, with respect to the Series 2016 Bonds.

“Escrow Agent” means U.S. Bank National Association, or its successors in function, as now or hereafter designated, as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the agreement between the University and the Escrow Agent, dated the date of delivery of the Series 2016 Bonds, providing for an Escrow Account for deposit of the Refunding Proceeds.

“Issue Date” means, with respect to any Series 2016 Bonds, the date on which such Series 2016 Bonds are first delivered to the purchasers thereof.

“1992 Resolution” means the resolution adopted by the Board on September 17, 1992.

“Nominee” means Cede & Co., as nominee of DTC, the initial Securities Depository for the Series 2016 Bonds, and any successor nominee of DTC and, if another

Securities Depository replaces DTC as Securities Depository hereunder, any nominee of such substitute Securities Depository.

“Parameters” means the maximum or, in some cases, minimum terms established hereby for the Series 2016 Bonds, within which the terms of the Series 2016 Bonds may be established in the Terms Certificate, such Parameters being set in Exhibit C attached hereto.

“Payment Date” means each April 1 and October 1, commencing on the date specified in the Terms Certificate.

“Preliminary Official Statement” means the Preliminary Official Statement of the Board with respect to the Series 2016 Bonds.

“Principal Office” of the Trustee means the corporate trust office of the Trustee designated in writing to the University or such other office designated by the Trustee from time to time.

“Refunded Bonds” means that portion, if any, of the Series 2004B Bonds and Series 2007 Bonds as specified in the Terms Certificate.

“Refunding Proceeds” means the portion of the proceeds of the Series 2016 Bonds to be used for purposes of refunding the Refunded Bonds.

“Resolution” means collectively, the 1992 Resolution, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution, including the Restatement.

“Restatement” means the restatement of the 1992 Resolution, as amended and supplemented by supplemental resolutions, which Restatement was adopted by the Board on August 12, 2004.

“Series 2016 Bondholder,” “Holder” and “Bondholder” mean the registered owner of any Series 2016 Bond.

“Series 2016 Costs of Issuance” means the Costs of Issuance incurred in connection with the issuance, sale and delivery of the Series 2016 Bonds.

“Series 2016 Costs of Issuance Fund” means the fund established pursuant to Section 3.1 hereof into which shall be deposited the portion of the proceeds of the Series 2016 Bonds necessary to pay the Series 2016 Costs of Issuance, as further provided in Article III hereof.

“Series 2016 Bonds” means the General Revenue Refunding Bonds, Series 2016, of the Board authorized by this Supplemental Resolution.

“Supplemental Resolution” means this Supplemental Resolution adopted by the Board on February 18, 2016, authorizing the Series 2016 Bonds.

“Terms Certificate” means one or more certificates of the Board signed by the Vice President for Finance and Administration and Bursar, or his or her authorized designee, in substantially the form of Exhibit B attached hereto, specifying certain terms of the Series 2016 Bonds.

“Trustee” means U.S. Bank National Association, and its successors and permitted assigns under the Resolution.

“Underwriter” means the underwriter to be specified in the Terms Certificate, or its successor in function, as the original purchaser of the Series 2016 Bonds.

Section 1.2 Authority for Supplemental Resolution; References to University. This Supplemental Resolution is adopted pursuant to the provisions of the Act, Section 57-504 Idaho Code and the Resolution. References herein to the “University” shall be deemed to refer to the Board or other appropriate authority thereof pursuant to the Act and other applicable laws.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2016 BONDS

Section 2.1 Authorization of Series 2016 Bonds, Confirmation of Pledged Revenues. The Series 2016 Bonds are hereby authorized for issuance, to be sold at a price not less than par and subject to the Parameters, in order to provide sufficient funds for (i) the refunding of the Refunded Bonds and (ii) paying costs of issuance, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution. The Series 2016 Bonds shall be issued only in fully registered form, without coupons, in Authorized Denominations. The Series 2016 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with all Outstanding Bonds issued under the Resolution.

Section 2.2 Finding and Purpose. The Board hereby finds, determines and declares:

(a) pursuant to Section 33-3804(i) and Section 57-504, Idaho Code, the Refunded Bonds can be refunded with a debt service savings and to the benefit and advantage of the University;

(b) pursuant to Section 33-3809, Idaho Code, this Supplemental Resolution does not contract a debt on behalf of, or in any way obligate the State of Idaho, or pledge, assign or encumber in any way, or permit the pledging, assigning or encumbering in any way of, appropriations made by the Legislature, or revenue derived from the investment of the proceeds of the sale, and from the rental of such lands as have been set aside by the Idaho Admission Bill approved July 3, 1890, or other legislative enactments of the United States, for the use and benefit of the respective state educational institutions;

(c) pursuant to Section 33-3810, Idaho Code, the Series 2016 Bonds shall be exclusively obligations of the University, payable only in accordance with the terms thereof and shall not be obligations general, special or otherwise of the State of Idaho; and

(d) the requirements of Section 7.3 of the Resolution, as amended, will have been complied with upon the delivery of the Series 2016 Bonds, in that the Debt Service on the Series 2016 Bonds in each year does not exceed by more than \$25,000 the Debt Service on the Refunded Bonds in such years.

Section 2.3 Issue Date. The Series 2016 Bonds shall be dated the date of their initial delivery.

Section 2.4 Series 2016 Bonds.

(a) The Series 2016 Bonds shall be limited to the aggregate principal amount specified in the Terms Certificate, but within the Parameters, and shall be designated “General Revenue Refunding Bonds, Series 2016” or such other designation as the University may determine upon the issuance of the Series 2016 Bonds. The Series 2016 Bonds may have serial or other maturities, may be initially sold at a premium, and may have separate bonds with different interest rates but the same maturity, all within the Parameters and as specified in the Terms Certificate.

(b) The Series 2016 Bonds shall bear interest at the rates and mature on the dates and in the principal amounts in each year as specified in the Terms Certificate. The Series 2016 Bonds shall bear interest from the date of original delivery, payable on the payment dates as specified in the Terms Certificate. Interest on the Series 2016 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Section 2.5 Sale of Series 2016 Bonds.

(a) The Series 2016 Bonds authorized to be issued herein are hereby authorized for sale to the Underwriter to be specified in the Terms Certificate in a principal amount (plus any original issue premium) in compliance with the Parameters and as specified in the Terms Certificate. The Series 2016 Bonds may be sold with an Underwriter’s discount or fee (but without a net reoffering discount) not exceeding the Parameters and as specified in the Terms Certificate, on the terms and conditions set forth in the Bond Purchase Agreement.

(b) To evidence the acceptance of the Bond Purchase Agreement, the Vice President for Finance and Administration and Bursar is hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting and with such final rates and terms for the Series 2016 Bonds as are within the Parameters.

(c) The Preliminary Official Statement of the University prepared in connection with the offering of the Series 2016 Bonds, in substantially the form

presented at this meeting, with such changes, omissions, insertions and revisions as the Vice President for Finance and Administration and Bursar shall approve, is hereby authorized for use by the Underwriter for distribution to prospective purchasers of the Series 2016 Bonds and other interested persons. The Vice President for Finance and Administration and Bursar or authorized designee is hereby authorized to “deem final” the Preliminary Official Statement pursuant to SEC Rule 15c2-12 in connection with the offering of the Series 2016 Bonds.

In order to comply with subsection (b)(5) of SEC Rule 15c2-12, the University shall execute and deliver the Continuing Disclosure Agreement and the same is hereby approved in all respects in substantially the form presented to the Board with such changes, omissions, insertions and revisions as the Vice President for Finance and Administration and Bursar shall approve, and the Vice President for Finance and Administration and Bursar or authorized designee is hereby authorized to execute and deliver the Continuing Disclosure Agreement with respect to the Series 2016 Bonds.

The Vice President for Finance and Administration and Bursar of the University and Secretary of the Board, and any authorized designee of the same, are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with this Supplemental Resolution and/or the Bond Purchase Agreement and to carry the same into effect.

The final Official Statement of the University for the sale of the Series 2016 Bonds, in substantially the form of the Preliminary Official Statement presented at this meeting, with such changes, omissions, insertions and revisions as the Vice President for Finance and Administration and Bursar shall approve, is hereby authorized, and the Vice President for Finance and Administration and Bursar shall sign such final Official Statement and deliver such final Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2016 Bonds and other interested persons, which signature shall evidence such approval.

(d) The University may elect to privately place the Series 2016 Bonds, similar to what was done by the University in 2013, with or without the use of an Official Statement.

Section 2.6 Delivery of Series 2016 Bonds. The Series 2016 Bonds shall be delivered to the Underwriter upon compliance with the provisions of the Resolution, at such times and places as provided in, and subject to, the provisions of the Bond Purchase Agreement. The Series 2016 Bonds shall be executed as provided in Section 3.2 of the Resolution.

Section 2.7 Redemption of Series 2016 Bonds.

(a) *Optional Redemption.* The Series 2016 Bonds may be subject to optional redemption as described in the Terms Certificate.

(b) *Mandatory Sinking Fund Redemption.* The Series 2016 Bonds may be subject to mandatory sinking fund redemption as described in the Terms Certificate.

(c) Notice of Redemption. When the Series 2016 Bonds are called for redemption, notice must be sent by the Trustee, postage prepaid, by first-class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered owners of the Series 2016 Bonds to be redeemed at the address shown on the Bond Register. The Trustee shall give further notice of redemption at the same time as notice to Registered Owners by posting the notice to the Municipal Securities Rulemaking Board's EMMA website; provided, however that no defect in such further notice or failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

(d) Conditional Notice of Redemption. In addition to the items required by the Resolution, each notice of redemption may further state, in the case of optional redemption, that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Series 2016 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and such Series 2016 Bonds shall not be required to be redeemed. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Section 2.8 Form of Series 2016 Bonds. The form of the Series 2016 Bonds is attached to this Supplemental Resolution as Exhibit A and is incorporated herein by this reference.

Section 2.9 Book-Entry Only System.

(a) The Series 2016 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2016 Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2016 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2016 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2016 Bonds are registered in the name of Cede & Co, as nominee of the DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2016 Bonds and all notices with respect to the Series 2016 Bonds shall be made and given in the manner provided in the Representations Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2016 Bonds and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute and the Trustee shall authenticate and deliver one or more Series 2016 Bond certificates (the “Replacement Bonds”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the Series 2016 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2016 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2016 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2016 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2016 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2016 Bonds.

(d) The University has executed and delivered to DTC the Representations Letter with respect to Bonds issued under the Resolution. Such Representations Letter is for the purpose of effectuating the initial Book-Entry System for the Series 2016 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Resolution which are intended to be complete without reference to the Representations Letter. In the event of any conflict between the terms of the Representations Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 2.10 Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer

qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the Trustee shall cause the authentication and delivery of Series 2016 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 2.11 Further Authority. The Vice President for Finance and Administration and Bursar or any authorized designee thereof and such other officers of the Board or University as may be required, are hereby authorized and directed to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Series 2016 Bonds, including, without limitation, the Official Statement and the Terms Certificate. The Vice President for Finance and Administration and Bursar may also determine whether to have the Series 2016 Bonds insured and to include in the Terms Certificate the provisions needed to implement such insurance.

Section 2.12 Tax Exemption of Bonds.

(a) The University's Vice President for Finance and Administration and Bursar is hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2016 Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the University contained in this Section 2.12 will be complied with and (v) interest on the Series 2016 Bonds is not and will not become includible in gross income for federal income tax purposes under the Code and applicable Regulations.

(b) The Board and the University covenant and certify to and for the benefit of the Series 2016 Bondholders from time to time of the Series 2016 Bonds that:

(i) the University will at all times comply with the provisions of any Tax Certificates;

(ii) the University will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be

made and the timely payment to the United States, of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2016 Bonds, or any funds or accounts of the University which may be deemed to be proceeds of the Series 2016 Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2016 Bonds, would have caused the Series 2016 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) the University will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2016 Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the University that are reasonably expected to be paid out of substantially the same source of funds as the Series 2016 Bonds have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2016 Bonds and ending 15 days following the delivery of the Series 2016 Bonds, other than the Series 2016 Bonds; and

(vi) the University will not take any action that would cause interest on the Series 2016 Bonds to be or to become ineligible for the exclusion from gross income of the Series 2016 Bondholders of the Series 2016 Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2016 Bonds to be or to become ineligible for the exclusion from gross income of the Series 2016 Bondholders of the Series 2016 Bonds as provided in Section 103 of the Code.

Pursuant to these covenants, the Board and the University obligate themselves to comply throughout the term of the issue of the Series 2016 Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

The Board has previously adopted tax compliance procedures relating to tax-exempt bonds.

ARTICLE III

CREATION OF ACCOUNTS; APPLICATION OF SERIES 2016 BOND PROCEEDS

Section 3.1 Creation of Funds and Accounts. In connection with the issuance of the Series 2016 Bonds, there is hereby established a “Series 2016 Costs of Issuance Fund”, to be held by the University.

Section 3.2 Application of Proceeds of Series 2016 Bonds. Proceeds of the sale of the Series 2016 Bonds shall be applied as follows:

(a) The Refunding Proceeds, in the amount specified in the Terms Certificate, shall be transferred to the Escrow Agent for investment as contemplated by the Escrow Agreement (as hereinafter approved) and in accordance with the provisions of Section 57-504 Idaho Code (except for any amount to be retained as cash), and the obligations in which such proceeds are so invested and any remaining cash shall be deposited in trust by the Escrow Agent as required by the Escrow Agent.

(b) The amount necessary to pay the Series 2016 Costs of Issuance, in the amount specified in the Terms Certificate, shall be deposited to the Series 2016 Costs of Issuance Fund held by the University. Any balance remaining in the Series 2016 Costs of Issuance Fund after payment of the Costs of Issuance, and no later than 30 days after the issuance of the Series 2016 Bonds, shall be transferred to the University and the Series 2016 Cost of Issuance Fund shall be closed.

ARTICLE IV

PLAN OF REFUNDING

Section 4.1 Defeasance of Refunded Bonds. In accordance with the provisions of the Resolution, it is hereby found and determined that pursuant to the Escrow Agreement, moneys and Defeasance Securities permitted under the Act and under the Resolution, the principal and interest on which, when due, will provide moneys which shall be sufficient to pay, when due, the principal or redemption price as provided therein, and interest due and to become due on the Refunded Bonds on and prior to the applicable redemption dates or maturity thereof will have been deposited with the Escrow Agent, and that upon compliance with the provisions of the Resolution, as provided for in the Escrow Agreement, all Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Resolution. After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the Trustee for deposit into the Bond Fund. As contemplated by Section 12.1 of the Resolution, none of the Refunded Bonds are payable from amounts drawn under credit enhancement as provided in Section 57-231 of the Idaho Code.

Section 4.2 Redemption of Refunded Bonds. The Refunded Bonds shall be irrevocably called for redemption pursuant to the Escrow Agreement, and notice of redemption shall be given as provided in the Escrow Agreement.

Section 4.3 Approval of Escrow Agreement; Deposits Into Escrow Account. The Escrow Agreement, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Vice President for Finance and

Administration and Bursar shall approve, is hereby authorized, and the Vice President for Finance and Administration and Bursar shall sign such Escrow Agreement, which signature shall evidence such approval. The Vice President for Finance and Administration and Bursar is hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.

ARTICLE V

MISCELLANEOUS

Section 5.1 Governing Law. By the acceptance of the Series 2016 Bonds, the Holders of the Series 2016 Bonds shall be deemed to agree that the rights of the Holders of the Series 2016 Bonds shall be governed by the laws of the State of Idaho.

Section 5.2 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the Trustee or of any paying agent) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2016 Bonds; but the Holders of the Series 2016 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 5.3 Beneficiaries. This Supplemental Resolution shall be deemed to be a contract between the Board, the Trustee, and the Holders of the Series 2016 Bonds.

Section 5.4 Savings Clause. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

Section 5.5 Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 5.6 Perfection of Security Interest.

(a) The Resolution creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues under the Resolution as security for payment of the Series 2016 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State of Idaho, such pledge and assignment and security interest is automatically perfected by Section 57-234 Idaho Code, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Pledged Revenues.

[The next page is the signature page.]

ADOPTED AND APPROVED this 18th day of February, 2016.

THE BOARD OF TRUSTEES OF IDAHO
STATE UNIVERSITY

President

ATTEST:

Secretary

EXHIBIT A

FORM OF SERIES 2016 BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

R- _____ \$ _____

UNITED STATES OF AMERICA
STATE OF IDAHO
IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS
SERIES 2016

Interest Rate Maturity Date Dated Date CUSIP

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS*****

KNOW ALL MEN BY THESE PRESENTS that Idaho State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund hereinafter defined, to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2016, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

This Bond is an obligation of the University payable solely in accordance with the terms hereof and is not an obligation, general, special, or otherwise of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State, nor shall payment hereof be enforceable out of any funds of the University other than the revenues, fees, and charges pledged thereto in the Resolution (defined herein). Pursuant to the Resolution, certain revenues have been pledged and will be set aside into the Bond Fund (as defined in the Resolution) to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds of which this

Bond is a part. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Resolution.

The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by the Corporate Trust Department of U.S. Bank National Association (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the fifteenth day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid by check or draft of the Trustee mailed to such registered owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the Principal Office trust office of the Trustee, on or after the date of maturity or prior redemption.

This Bond is one of a duly authorized issue of Bonds of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, and dates of maturity, aggregating \$ _____ in principal amount. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 38, Title 33 and Section 57-504, Idaho Code, and proceedings duly adopted and authorized by the Board on behalf of the University, more particularly the Resolution adopted by the Board on September 17, 1992, as previously amended, supplemented, and restated from time to time, including with respect to the Bonds by a Supplemental Resolution adopted by the Board on February 18, 2016, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used but not herein defined shall have the meanings ascribed to them in the Resolution.

This Bond is one of the General Revenue Refunding Bonds, Series 2016, of the University (the "Series 2016 Bonds") issued under the provisions of Chapter 38, Title 33 and Section 57-504, Idaho Code, for the purpose of providing funds with which to (i) refund certain outstanding bonds of the University (the "Refunded Bonds") and (ii) pay issuance expenses properly incident thereto. The principal of, interest on, and redemption price of the Series 2016 Bonds are payable from revenues and funds of the University pledged therefor and certain other fees and revenues, as more particularly set forth in the Resolution.

The Series 2016 Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of \$5,000 or any integral multiple in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Resolution, Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Series 2016 Bonds of other Authorized Denominations.

This Series 2016 Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the

Resolution, and upon surrender and cancellation of this Series 2016 Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Each Bond shall bear interest from the interest payment date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the first interest payment date, from the Issue Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Both the principal of and premium, if any, on the Series 2016 Bonds shall be payable upon surrender thereof at the Principal Office of the Trustee.

Interest on the Series 2016 Bonds will be paid on each interest payment date provided that if any interest payment date is not a Business Day, such interest shall be paid as provided above on the next succeeding Business Day with the same effect as if made on the day such payment was due. Interest on the Series 2016 Bonds shall bear interest from and including the Issue Date until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

[Optional Redemption:

The Series 2016 Bonds maturing on and after _____ are subject to redemption prior to maturity at the option of the Board in whole or in part on any date on and after _____, from such maturities or parts thereof as shall be selected by the University and by lot within a Maturity, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest to the date of redemption.]

[Mandatory Sinking Fund Redemption:

The Series 2016 Bonds are subject to mandatory sinking fund redemption as described below:

Mandatory Redemption Date (_____)	Mandatory Redemption <u>Amount</u> \$
-----------------------------------------	------------------------------------------------

Upon redemption of any Series 2016 Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund

redemption amounts, if any, for the Series 2016 Bonds in such order of mandatory sinking fund date as shall be directed by the University.]

The Series 2016 Bonds shall not be transferable or exchangeable except as set forth in the Resolution.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing upon presentation and surrender of this Bond at the Principal Office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

Reference is hereby made to the Resolution for the covenants and declarations of the University and other terms and conditions under which this Bond and the Series 2016 Bonds of this issue have been issued. The covenants contained herein and in the Resolution may be discharged by making provisions at any time for the payment of the principal of and interest on this Bond in the manner provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2016 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board of Trustees of Idaho State University (the "Board"), has caused this Bond to be executed by the manual or facsimile signature of the President of the Board and of the Vice President for Finance and Administration and Bursar of the University and attested by the manual or facsimile signature of the Secretary of the Board, and a facsimile or original of the official seal of the University to be imprinted hereon, as of the dated date set forth above.

IDAHO STATE UNIVERSITY

By: _____
President of the Board of Trustees
of Idaho State University

COUNTERSIGNED:

(SEAL)

By: _____
Vice President for Finance and
Administration and Bursar

ATTEST:

By: _____
Secretary of the Board of Trustees
of Idaho State University

CERTIFICATE OF AUTHENTICATION

This Bond is one of the General Revenue Refunding Bonds, Series 2016, of Idaho State University, described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signature

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____,
the undersigned sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints
_____ of _____ to transfer the said bond
on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

TERMS CERTIFICATE

In connection with a Supplemental Resolution of the Board of Trustees (the "Board") of Idaho State University (the "University") adopted on February 18, 2016 (the "2016 Supplemental Resolution") authorizing the issuance and sale of the University's General Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), the undersigned hereby executes and delivers this Terms Certificate (as such term is defined in the 2016 Supplemental Resolution) specifying certain terms of the Series 2016 Bonds:

1. Principal amount: \$_____;
2. Issue Date: _____, 2016, or such other date agreed upon by the Underwriter and the University;
3. The aggregate price to be paid by the Underwriter for the Series 2016 Bonds shall be \$_____ (representing the par amount of the Series 2016 Bonds, plus a reoffering premium of \$_____, less an underwriter's discount of \$_____);
4. Underwriter's discount or fee of \$_____ (\$____ per \$1,000 of par amount [plus any reoffering premium], as more fully described in Bond Purchase Agreement);
5. The maturity dates, principal amounts, and interest rates for the Series 2016 Bonds set forth in Schedule A attached hereto;
6. The final redemption provisions for the Series 2016 Bonds are as set forth in Schedule B attached hereto;
7. Application of Series 2016 Bond proceeds:
Of the \$_____ received as the purchase price for the Series 2016 Bonds, \$_____ shall be deposited in the Escrow Account and used to effect the refunding of the Refunded Bonds, as described in the Escrow Agreement and the remaining \$_____ shall be deposited in the Series 2016 Costs of Issuance Fund. Any balance remaining after payment of the Costs of Issuance, and no later than 30 days after the issuance of the Series 2016 Bonds, shall be transferred to the University and the Series 2016 Cost of Issuance Fund shall be closed;
8. The Refunded Bonds are finally determined to be as set forth in Schedule C attached hereto;
9. Payment Date shall mean each April 1 and October 1, commencing on October 1, 2016;
10. The Underwriter for the Series 2016 Bonds is Piper Jaffray & Co.; and
11. [The Series 2016 Bonds will be insured by _____.]

Executed and delivered this _____, 2016 on behalf of the Board pursuant to the 2016 Supplemental Resolution.

IDAHO STATE UNIVERSITY

By: _____
Vice President for Finance and
Administration and Bursar

SCHEDULE A

IDAHO STATE UNIVERSITY
\$ _____
GENERAL REVENUE REFUNDING BONDS,
SERIES 2016

Maturity Date
(_____)

Coupon

Principal Amount

SCHEDULE B

REDEMPTION PROVISIONS

[Optional Redemption:

The Series 2016 Bonds maturing on and after _____ are subject to redemption prior to maturity at the option of the Board in whole or in part on any date on and after _____, from such maturities or parts thereof as shall be selected by the University at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest to the date of redemption.]

[Mandatory Sinking Fund Redemption:

The Series 2016 Bonds are subject to mandatory sinking fund redemption as described below:

Mandatory Redemption Date (_____)	Mandatory Redemption <u>Amount</u> \$
-----------------------------------------	------------------------------------------------

Upon redemption of any Series 2016 Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2016 Bonds in such order of mandatory sinking fund date as shall be directed by the University.]

SCHEDULE C

REFUNDED BONDS

SERIES 2004B BONDS

Maturity Date
(_____)

Coupon

Principal Amount

SERIES 2007 BONDS

Maturity Date
(_____)

Coupon

Principal Amount

EXHIBIT C

PARAMETERS

Purchase Price not less than the aggregate Principal amount.

Principal amount not to exceed \$14,500,000.

Interest Rate not to exceed 5.50% per annum. Effective true interest cost (TIC) not to exceed 3.65% per annum.

Net Present Value (NPV) savings shall not be less than 3.0% of the Refunded Bonds par amount.

Underwriter's Discount or fee not to exceed 0.6% of the principal amount of the Series 2016 Bonds plus any reoffering premium, as more fully described in the Bond Purchase Agreement.

Final Maturity not to exceed 18.25 years from date of issuance.

The Series 2016 Bonds may be made non-callable or subject to redemption as determined at the time of the sale thereof.

NEW ISSUE – Issued in Book-Entry-Only Form

Rating: Moody's “___”
(See “Rating” herein)

In the opinion of Ballard Spahr LLP, Bond Counsel to Idaho State University, (the “University”), interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016 Bonds, assuming the accuracy of the certifications of the University and continuing compliance by the University with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2016 Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax; however, interest paid to corporate holders of the Series 2016 Bonds may be indirectly subject to AMT under circumstances described under “TAX MATTERS” herein. Bond Counsel is also of the opinion that, under currently existing laws, interest on the Series 2016 Bonds is exempt from State of Idaho income taxes. See “TAX MATTERS” herein.



\$ _____ *
IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016

Dated: Date of Delivery

Due: April 1, as shown on the inside cover

The \$ _____ * Idaho State University General Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), are issued as fully registered bonds and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2016 Bonds. Ownership interests in the Series 2016 Bonds will be in minimum denominations of \$5,000 and multiples thereof. Beneficial Owners of the Series 2016 Bonds will not receive physical bonds, but will receive a credit balance on the books of the nominees of such purchasers. Interest on the Series 2016 Bonds is payable on April 1 and October 1 of each year, commencing October 1, 2016. Principal, prepayment premium, if any, and interest due with respect to the Series 2016 Bonds will be payable by U.S. Bank National Association, as Trustee, to DTC, which will, in turn, remit such principal, prepayment premium, if any, and interest due with respect to the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to maturity as described herein.

The Series 2016 Bonds are being issued by the University to (i) refund certain outstanding bonds of the University to achieve debt service savings, and (ii) pay the costs of issuance of the Series 2016 Bonds.

The State Board of Education, acting as the Board of Trustees for Idaho State University (the “Board”) serves as the governing body for the University. Under Idaho law, the Board is a body politic and corporate and an independent instrumentality of the State of Idaho. The Series 2016 Bonds are being issued under a supplemental bond resolution (the “Supplemental Resolution”) adopted by the Board on February 18, 2016. The Series 2016 Bonds are being issued as “Additional Bonds” pursuant to a Resolution adopted by the Board on September 17, 1992, providing for the issuance of revenue bonds, as amended and restated (the “Original Resolution”). The Original Resolution provided for the issuance of an initial series of revenue bonds and authorized the issuance of additional series of revenue bonds pursuant to Supplemental Resolutions, if certain conditions are met. See “SECURITY FOR THE SERIES 2016 BONDS” herein. The Original Resolution, as previously amended and supplemented and as amended and supplemented by the Supplemental Resolution, is referred to herein as the “Resolution.” The revenue bonds issued pursuant to the Resolution, including the Series 2016 Bonds, are collectively referred to herein as the “Bonds.” The Bonds are secured by a pledge of the Board to levy and collect certain student fees known as the Student Facilities Fee/Facilities and the Tuition Fee (formerly referred to as the Matriculation Fee), plus Revenues of the Housing System and CAES Base Rent (each as defined in the Resolution), and certain other revenues. See “SECURITY FOR THE SERIES 2016 BONDS” herein.

The Series 2016 Bonds are limited obligations of the Board and do not constitute a debt or liability of the State of Idaho, its Legislature, or any of its political subdivisions or agencies other than the University and then only to the extent herein described. The University is not authorized to levy or collect any taxes or assessments other than the revenues and fees described herein to pay the Series 2016 Bonds. The University has no taxing power.

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to prior sale and to the delivery of an approving opinion by Ballard Spahr LLP, as Bond Counsel, and to other conditions. Certain legal matters will be passed upon for the University by University Counsel, Joanne Hirase-Stacey, Esq. Certain legal matters will be passed upon for the Underwriter by its counsel Kutak Rock LLP. It is expected that the Series 2016 Bonds will be available for delivery on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

This Official Statement is dated _____, 2016, and the information contained herein speaks only as of that date.

Piper Jaffray & Co.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$ _____ *

**IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016**

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS

<u>Due (April 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>
2017				451470 ____
2018				451470 ____
2019				451470 ____
2020				451470 ____
2021				451470 ____
2022				451470 ____
2023				451470 ____
2024				451470 ____
2025				451470 ____
2026				451470 ____
2027				451470 ____
2028				451470 ____
2029				451470 ____
2030				451470 ____
2031				451470 ____
2032				451470 ____
2033				451470 ____
2034				451470 ____

* Preliminary; subject to change
⁽¹⁾ CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the Series 2016 Bonds. Neither the Board nor the University is responsible for the use of CUSIP numbers, nor is a representation made as to the accuracy of the CUSIP numbers. The CUSIP numbers are contained herein solely for the convenience of the readers of this Official Statement.

No dealer, broker, salesperson or other person has been authorized by the Board, the University or by the Underwriter to give any information or to make any representations, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2016 Bonds, nor shall there be any sale of the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the Board, the University, DTC and certain other sources that are believed to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice. Any statements made in this Official Statement involving matters of opinion or estimates or forecasts, whether or not so expressly stated, are set forth as such and not as representations of fact or representations that estimates will be realized.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE MARKET PRICES OF THE SERIES 2016 BONDS. SUCH TRANSACTIONS MAY INCLUDE OVERALLOTMENTS IN CONNECTION WITH THE UNDERWRITING, THE PURCHASE OF SERIES 2016 BONDS TO STABILIZE THEIR MARKET PRICES, THE PURCHASE OF SERIES 2016 BONDS TO COVER UNDERWRITER SHORT POSITIONS AND THE IMPOSITION OF PENALTY BIDS. SUCH TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Board or the University since the date hereof.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2016 Bonds.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “pro forma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

This Preliminary Official Statement has been “deemed final” by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12. The University has undertaken to provide continuing disclosure on certain matters, including annual financial information and specific events, as more fully described herein. (See “COMMITMENT TO PROVIDE CONTINUING DISCLOSURE.”)

§ _____ *

IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016

THE IDAHO STATE BOARD OF EDUCATION AND
THE BOARD OF TRUSTEES OF IDAHO STATE UNIVERSITY

Don Soltman	President
Emma Atchley	Vice President
Bill Goesling	Secretary
Debbie Critchfield	Board Member
Linda Clark	Board Member
David Hill	Board Member
Richard Westerberg	Board Member
Sherri Ybarra	Superintendent of Public Instruction

UNIVERSITY OFFICIALS

Arthur C. Vailas	President
Laura Woodworth-Ney	Provost and Vice President for Academic Affairs
James A. Fletcher	Vice President for Finance and Administration
Kent Tingey	Vice President for University Advancement
Cornelis J. Van der Schyf	Vice President for Research
Patricia Terrell	Vice President for Student Affairs
Joanne Hirase-Stacey, Esq.	University Counsel
Adam R. Jacobsmeyer	Executive Director, Treasury, Procurement, Policies, & Business Services

BOND COUNSEL

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(801) 531-3001 (Fax)

IDAHO STATE UNIVERSITY

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Policies, & Business Services
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Pocatello, Idaho 83209-8219
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(208) 282-4725 (Fax)

TRUSTEE, PAYING AGENT AND REGISTRAR

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6083
(801) 534-6013 (Fax)

UNDERWRITER

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(208) 344-8561 Office

FINANCIAL ADVISOR

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(952) 460-5776 (Fax)

UNDERWRITER'S COUNSEL

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Cutter Tower
510 West Riverside Avenue, Suite 800
Spokane, WA 99201
(509) 747-4040

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

§ _____ *
IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016

INTRODUCTION

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. See “APPENDIX A” for definitions of certain words and terms used herein. See “APPENDIX B” for a summary of certain provisions of the Resolution (as defined below).

The attached Appendices are integral parts of this Official Statement and should be read in their entirety: “APPENDIX A—GLOSSARY OF CERTAIN TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT”; “APPENDIX B—SUMMARY OF THE RESOLUTION”; “APPENDIX C—STUDENT FEE AND TUITION SCHEDULE”; “APPENDIX D—FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2014 AND 2015 AND INDEPENDENT AUDITOR’S REPORT”; “APPENDIX E—FORM OF OPINION OF BOND COUNSEL”; “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM”; and “APPENDIX G—FORM OF CONTINUING DISCLOSURE AGREEMENT.”

Idaho State University

Idaho State University (the “University”) is a publicly supported multi-disciplinary institution of higher education located in Pocatello, Idaho. It has served the citizens of the State of Idaho (the “State”) since 1901, when it was first established as the Academy of Idaho. It was renamed the Idaho Technical Institute in 1915 and reorganized as the Southern Branch of the University of Idaho in 1927. It became Idaho State College in 1947, and was established as Idaho State University in 1963. The University is governed by the State Board of Education, whose members serve as the Board of Trustees for the University (the “Board”). In addition to the University Place campus in Idaho Falls, the University operates outreach centers in Meridian and Twin Falls.

Authorization and Purpose of the Official Statement

This Official Statement, including the cover page and the financial and other information contained in the Appendices hereto, is furnished in connection with the offering of the University’s General Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”). The University is authorized by the Educational Institutions Act of 1935, Chapter 38, Title 33 Idaho Code, together with Section 57-504 of the Idaho Code, as amended (together, the “Act”), to issue bonds to refund bonds previously issued by the University. The Series 2016 Bonds are being issued pursuant to such statutory authorization and pursuant to the supplemental resolution (the “Supplemental Resolution”) adopted by the Board on February 18, 2016. The Series 2016 Bonds are being issued as “Additional Bonds” under a bond resolution adopted September 17, 1992, as amended and restated on August 12, 2004 (the “Original Resolution”). The Original Resolution, together with the Supplemental Resolution and the previous supplemental resolutions authorizing the issuance of Additional Bonds, are referred to collectively herein as the “Resolution.”

* Preliminary; subject to change.

Purpose of the Series 2016 Bonds

The Series 2016 Bonds are being issued by the University to (i) refund certain outstanding bonds of the University to achieve debt service savings and (ii) pay the costs of issuance of the Series 2016 Bonds. See “PLAN OF REFUNDING” herein.

Outstanding Parity Bonds

Pursuant to the Original Resolution, to provide funds to finance and refinance certain projects, the University has previously issued various series of bonds, a portion of which are currently outstanding (collectively, the “Outstanding Parity Bonds”). The Series 2016 Bonds will be issued on a parity with the Outstanding Parity Bonds and any additional bonds, notes or other obligations that may be issued from time to time under the Original Resolution (the “Additional Bonds”), such that the Series 2016 Bonds, Outstanding Parity Bonds and Additional Bonds will be payable from and secured by an equal lien pledge of the Pledged Revenues (defined herein). See “SECURITY FOR THE SERIES 2016 BONDS” herein. The Series 2016 Bonds, the Outstanding Parity Bonds and any Additional Bonds are collectively referred to herein as the “Bonds.”

Payment and Security for the Series 2016 Bonds

The Series 2016 Bonds are secured on a parity with the Outstanding Parity Bonds by a pledge of the Pledged Revenues, as designated by the Board, including the University’s Tuition Fee, formerly referred to as the Matriculation Fee (the “Tuition Fee”), the Student Facilities Fee/Facilities (the “Student Facilities Fee/Facilities”), Revenues of the Housing System and CAES Base Rent, (as defined in the Resolution), all investment income derived from the Revenue Fund and the Bond Fund, and proceeds from the sale of a series of bonds and money and investment earnings thereon. Hereinafter, the Tuition Fee and the Student Facilities Fee/Facilities are referred to collectively as the “Pledged Fees.” See “SECURITY FOR THE SERIES 2016 BONDS” herein.

Redemption

The Series 2016 Bonds are subject to optional redemption as described under the caption “THE SERIES 2016 BONDS—Redemption” herein.

Bondowners’ Risks

The purchase of the Series 2016 Bonds involves investment risks, certain of which are described in this Official Statement.

Registration, Manner of Payment

The Series 2016 Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as initial securities depository of the Series 2016 Bonds. Purchases of the Series 2016 Bonds will be made in book-entry form only, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2016 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2016 Bonds.

Principal and purchase price (as applicable) of, premium, if any, and interest on the Series 2016 Bonds are payable through U.S. Bank National Association, as Paying Agent and Registrar, to DTC, which will in turn be responsible to remit such principal and interest to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2016 Bonds, as described under the caption “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM” hereto.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2016 Bonds are offered, subject to prior sale, when, as and if issued and received by the Underwriter subject to the approval of legality by Ballard Spahr LLP, as Bond Counsel to the University, and certain other conditions. Certain legal matters will be passed upon for the University by University Counsel, Joanne Hirase-Stacey, Esq. Certain legal matters will be passed upon for the Underwriter by its counsel Kutak Rock LLP, Spokane, Washington. It is expected that the Series 2016 Bonds, in book-entry form, will be available for delivery to DTC or its agent on or about _____, 2016.

Continuing Disclosure

The University, for the benefit of the owners and Beneficial Owners of the Series 2016 Bonds, has covenanted to provide certain annual information and notice of the occurrence of certain events in order to enable the Underwriter to make the determinations required by Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). See “CONTINUING DISCLOSURE” herein and “APPENDIX G—FORM OF CONTINUING DISCLOSURE AGREEMENT” attached hereto.

Contact Persons

The chief contact person for the University concerning the Series 2016 Bonds is:

Mr. Adam R. Jacobsmeyer
Executive Director
Treasury, Procurement, Policies, & Business Services
Idaho State University
921 South 8th Avenue, Stop 8219
Pocatello, Idaho 83209-8219
Telephone: (208) 282-2512
Fax: (208) 282-4725
E-mail: jacoada2@isu.edu

The chief contact person for the Financial Advisor concerning the Series 2016 Bonds is:

Mr. John R. Wendling
Vice President
Blue Rose Capital Advisors
6400 Flying Cloud Drive, Suite 212
Minneapolis, Minnesota 55344
Telephone: (952) 746-6050
Fax: (952) 460-5776
E-mail: jwendling@bluroseadvisors.com

Other Matters

The descriptions and summaries of the Resolution, the Series 2016 Bonds and various other documents herein set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of its terms and conditions. All statements herein are qualified in their entirety by reference to such documents. Capitalized terms used, but not otherwise defined, herein have the same meaning as ascribed to them in the Resolution. Descriptions of the Resolution and the Series 2016 Bonds are qualified by reference to bankruptcy laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. See “APPENDIX B—SUMMARY OF THE RESOLUTION” herein.

THE SERIES 2016 BONDS

Description of the Series 2016 Bonds

The Series 2016 Bonds will be dated the date of their delivery and are issuable in fully registered form, book-entry-only, in the aggregate principal amount of \$ _____*. The Series 2016 Bonds bear interest from the date of issuance, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2016. Payment will be made to Beneficial Owners through the Book-Entry-Only System described below. For a further description of certain terms of the Resolution authorizing the issuance of the Series 2016 Bonds, please refer to “APPENDIX B—SUMMARY OF THE RESOLUTION.”

Redemption

Optional Redemption. The Series 2016 Bonds maturing on or prior to April 1, _____, are not subject to redemption prior to their stated dates of maturity. The Series 2016 Bonds maturing on or after April 1, _____, are subject to redemption prior to maturity at the option of the University in whole or in part on any date on and after April 1, _____, and if in part, in such order of maturity as may be directed by the University at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest to the date of redemption.

Notice of Redemption

When the Series 2016 Bonds are called for redemption notice must be sent by the Trustee, postage prepaid, by first-class mail not less than thirty-five (35) nor more than sixty (60) days prior to the redemption date to the registered owners of the Series 2016 Bonds to be redeemed at the address shown on the Bond Register. As provided in the Resolution, the Trustee may give further notice of redemption at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to certain registered national securities depositories and national information services; provided, however that no defect in such further notice or failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

Each notice of redemption may further state, in the case of optional redemption, that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Series 2016 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and such Series 2016 Bonds shall not be required to be redeemed. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Book-Entry-Only System

The Series 2016 Bonds will be available only in book-entry-only form in the principal amounts shown on the inside cover page of this Official Statement. DTC will act as Securities Depository for the Series 2016 Bonds. The ownership of one fully registered Series 2016 Bond for each maturity as set forth on the inside cover page of this Official Statement, in the aggregate principal amount of each maturity of the Series 2016 Bonds, will be registered in the name of Cede & Co., as nominee for DTC. See “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM.”

Funds and Accounts Created under the Resolution

The Revenue Fund. The Resolution creates the Revenue Fund to be held by the University into which Pledged Revenues shall be deposited. Monies in the Revenue Fund shall be disbursed in the following order of priority:

* Preliminary; subject to change.

1. To transfer to the Trustee for deposit in the Debt Service Account of the Bond Fund for payment of any interest, principal or redemption premium, if any, coming due on the Bonds;

2. Amounts remaining in the Revenue Fund in excess of the amounts necessary to make payments required by subsection (1) above may be applied by the University, free and clear of the lien of the Resolution, for any other lawful purpose of the University.

The Bond Fund. The Resolution creates a Bond Fund consisting of a Debt Service Account held by the Trustee to be used for paying the principal of, premium, if any, and interest on the Bonds.

The Construction Fund. The Resolution provides for a Construction Fund to be held, disbursed and invested by the University, into which proceeds from any series of Bonds issued to fund Projects being built or acquired with a series of Bonds issued under the Resolution are deposited. Upon completion of a Project, any unexpended monies held in the Construction Fund will be transferred to the Debt Service Account of the Bond Fund.

The Series 2016 Bonds Cost of Issuance Fund. The Supplemental Resolution creates the Series 2016 Bonds Cost of Issuance Fund to be held by the University to pay costs of issuance of the Series 2016 Bonds.

The Rebate Fund. The Resolution creates a Rebate Fund to be held and administered by the University, separate and apart from other funds and accounts of the University. The University shall make deposits into the Rebate Fund of all amounts necessary to make payments to the United States required under the Code.

Additional Bonds

The Resolution currently provides that Additional Bonds (such as the Series 2016 Bonds) secured by Pledged Revenues may be issued by the University upon the satisfaction of various conditions specified therein. The amount of Additional Bonds that may be issued is not limited by law.

The Resolution provides for the issuance of Additional Bonds to finance Projects or to refund the Bonds or Additional Bonds issued under the Resolution upon satisfaction of certain conditions.

In connection with the issuance of Additional Bonds to finance Projects, the University is required to file, among other things, the following documents with the Trustee:

1. a copy of the Supplemental Resolution authorizing such Additional Bonds;
2. a certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms or provisions of the Resolution or any of the Bonds;
3. a Written Certificate of the University signed by an Authorized Officer of the University, setting forth the then estimated completion date and the then estimated cost of construction of the Project(s), if any, being financed by the Additional Bonds;

4. either (a) an Accountant's Certificate which demonstrates that, for any twelve-month period in the preceding twenty-four months, Revenues Available for Debt Service shall have equaled at least 110% of the Maximum Annual Debt Service for all Bonds then Outstanding and any Additional Bonds proposed to be issued; or

(b) a Written Certificate of the University showing that Estimated Revenues Available for Debt Service (assuming completion of the proposed Project on its then estimated Completion Date) will equal at least 110% of the Maximum Annual Debt Service on all Bonds then Outstanding and the Additional Bonds proposed to be issued for (i) each of the fiscal years of the University during which any of the Bonds will be Outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized; or (ii) the University's current fiscal year and any succeeding fiscal year during which any of the Bonds will be Outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized.

In addition to Additional Bonds issued to finance Projects as described above, the University may issue Additional Bonds (such as the Series 2016 Bonds) for the purpose of refunding any Outstanding Parity Bonds, provided that the Debt Service in each year on the refunding bonds does not exceed by more than \$25,000 the Debt Service on the Bonds to be refunded.

Payment Agreements

As described in “APPENDIX B” hereto, under the caption “Payment Agreements,” the University is permitted under the Resolution to enter into swaps and other derivatives (as described in the definition of Payment Agreements contained therein) under requirements substantially similar to those for the issuance of Additional Bonds and taking into account the payments and receipts expected with respect to the Payment Agreement. The University currently has no Payment Agreements outstanding and currently has no intent of entering into a Payment Agreement within the foreseeable future.

SECURITY FOR THE SERIES 2016 BONDS

The Series 2016 Bonds are secured by Pledged Revenues pursuant to the Resolution on a parity with all Bonds issued under the Resolution. Pledged Revenues include: (i) Pledged Fees; (ii) Revenues of the Housing System and CAES Base Rent; (iii) other revenues of other University enterprises or sources of funds as shall be designated by the Board; (iv) any investment income derived from the Revenue Fund and the Bond Fund; and (v) proceeds from the sale of a series of Bonds and money and investment earnings thereon. In addition, the University has covenanted that Revenues Available for Debt Service will equal 110% of Annual Debt Service on a year by year basis. See also “HISTORICAL PLEDGED REVENUES AND DEBT SERVICE” herein. Pledged Revenues do not include State appropriations, which by law cannot be pledged.

Pledged Fees

The Board is empowered to establish and collect tuition charges for students attending the University and to establish and collect student fees from both resident and non-resident students. The Pledged Fees consist of the University’s two largest fees, the Tuition Fee, formerly referred to as the Matriculation Fee (the “Tuition Fee”) and the Student Facilities Fee/Facilities (the “Student Facilities Fee/Facilities”). Student fees and tuition charges are not subject to a referendum by students or approval by any other governmental entity. The Board has established a policy that the University may not request more than a 10% annual increase in the total full-time student fees unless otherwise authorized by the Board. Although Board policy provides that fee changes will be considered when appropriate or necessary, the Board has traditionally adjusted fees annually, with fee adjustments effective for the subsequent fall term each year. The 2015-2016 fee schedule, which was approved by the Board at the June 18, 2015 Board meeting, is attached as “APPENDIX C—STUDENT FEE AND TUITION SCHEDULE.” See “SOURCES OF FUNDING FOR THE UNIVERSITY—Fees and Tuition” for a comparison of full-time fees over the fiscal years 2011 through 2015.

Tuition. Tuition is an existing fee charged to full-time and part-time students attending the University and is pledged under the Resolution. The Tuition Fee was previously referred to (including in the Resolution) as the Matriculation Fee. This fee is used to provide general operating revenues for the University. For the 2014-15 academic year, the Tuition fee was \$2,454.51 per semester for each full-time student and \$279.96 per semester-hour for part-time and summer-session students. The Tuition fee for the 2015-2016 academic year was \$2,552.53 per semester for each full-time student and \$ 290.00 per semester-hour for part-time and summer-session students. The University received \$81,234,000 in Revenues from Tuition in the fiscal year ended June 30, 2015, and expects to receive approximately \$82,234,000 in the fiscal year ending June 30, 2016.

Student Facilities Fee/Facilities. The Student Facilities Fee/Facilities is an existing student fee charged to full-time students established by the Board and constitutes a portion of Pledged Revenues under the Resolution. For the fiscal years 2015 and 2016, the Student Facilities Fee/Facilities rate is \$255.00 per student, per semester for full-time students, and produced revenue of \$4,105,412 for the fiscal year ending June 30, 2015, and is expected to produce \$4,100,000 for the fiscal year ending June 30, 2016.

Revenues of the Housing System

The University owns and operates all student housing facilities on the Pocatello campus. See “THE UNIVERSITY—Student Housing” herein. Housing fees for residence hall residents for the 2015-2016 academic year range from \$1,330.00 to \$2,100.00 per semester per student. Meal plans, in which freshmen and sophomore housing residents are required to participate range from \$1,501.00 to \$1,945.00 per semester. Revenues of the Housing System for the fiscal years ending June 30, 2014 and June 30, 2015 were \$6,013,914 and \$6,294,932 respectively, and are expected to be approximately \$6,350,000 for the fiscal year ending June 30, 2016. As the Resolution provides for a pledge of the Revenues of the Housing System for payment of debt service prior to the payment of operation and maintenance costs of the Housing System, these numbers reflect gross revenues of the Housing System. The Housing System has shown increasing profits on a net revenue basis for each of the past four fiscal years (fiscal years 2012-2015) and is on schedule to maintain this trend for fiscal year 2016.

CAES Project and CAES Lease Payments

In 2006, the University issued its General Revenue Bonds (Federally Taxable), Series 2006 (the “Series 2006 Bonds”) to finance the construction of a facility to house the Center for Advanced Energy Studies at the Idaho Falls Center for Higher Education Campus (the “CAES Project”), which jointly occupied by a consortium of the three Idaho research universities and Battelle Energy Alliance, LLC (“BEA”). Pursuant to a Lease Agreement dated as of October 23, 2006 between the University and BEA (the “CAES Lease”), the University has leased to BEA approximately 70% of the CAES Project and BEA has agreed to pay lease payments (the “CAES Lease Payments”) which are intended to equal the payments of principal and interest on the Series 2006 Bonds. Under certain circumstances, payment of the CAES Lease Payments under the CAES Lease is guaranteed by Battelle Memorial Institute and the Washington Group International. The consortium remains in place with all members intact. The CAES Lease Payments have, to date, been made as scheduled. For the 2015 fiscal year, the CAES Lease Payments total approximately \$850,000 and are expected to total \$850,000 for the 2016 fiscal year.

Use of Pledged Revenues and Other Revenues Not Otherwise Obligated

After the University has made the payments and deposits required under the Resolution, amounts remaining in the Revenue Fund in excess of the amounts necessary to make the required payments thereunder may be used for any legal purpose of the University, including the redemption or purchase of the Bonds, subject to policies adopted by the Board.

Limited Obligation

The Series 2016 Bonds are limited obligations of the Board and do not constitute a debt or liability of the State of Idaho, its Legislature, or any of its political subdivisions or agencies other than the University and then only to the extent herein described. The University is not authorized to levy or collect any taxes or assessments other than the revenues and fees described herein to pay the Series 2016 Bonds. The University has no taxing power.

PLAN OF REFUNDING

A portion of the proceeds from the sale of the Series 2016 Bonds is being used to provide funds sufficient to refund certain outstanding bonds of the University to achieve debt service savings. See “ESTIMATED SOURCES AND USES OF FUNDS” set forth below.

The Supplemental Resolution provides for the current refunding of all of the remaining \$3,040,000* principal amount of the University’s General Revenue Bonds, Series 2004B with maturity dates, principal amounts and interest rates as shown below (the “Series 2004B Refunded Bonds”). The Series 2004B Bonds are expected to be redeemed on _____, 2016.

* Preliminary; subject to change.

The Series 2004B Refunded Bonds

Maturity (April 1)	<u>Principal</u>	Interest <u>Rate</u>
2024	\$220,000	4.625%
2025	230,000	4.625
2026	240,000	4.625
2028	510,000	4.500
2034	1,570,000	4.750

The Supplemental Resolution also provides for the advance refunding of \$10,655,000* principal amount of the University’s General Revenue Bonds, Series 2007, with maturity dates with maturity dates, principal amounts and interest rates as shown below (the “Series 2007 Refunded Bonds”). The Series 2007 Refunded Bonds are expected to be redeemed on April 1, 2017.

The Series 2007 Refunded Bonds

Maturity (April 1)	<u>Principal</u>	Interest <u>Rate</u>
2021	\$3,000,000	5.000%
2027	5,695,000	4.500
2032	1,960,000	4.625

The Series 2004B Refunded Bonds and the Series 2007 Refunded Bonds are collectively referred to herein as the “Refunded Bonds.”

The Supplemental Resolution authorizing the Series 2016 Bonds authorizes the University to enter into an Escrow Agreement with respect to the Refunded Bonds (the “Escrow Agreement”) with U.S. Bank National Association, as escrow agent. A portion of the proceeds of the Series 2016 Bonds will be deposited into the escrow account created under the Escrow Agreement for the Refunded Bonds (the “Escrow Account”). The amounts so deposited in the Escrow Account will be held in cash or invested in governmental obligations of the United States of America or obligations whose principal and interest are unconditionally guaranteed by the United States of America maturing in amounts and at rates sufficient to pay, when due, the principal of and interest on all of the Refunded Bonds through the redemption thereof.

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by Robert Thomas CPA, LLC. See “ESCROW VERIFICATION” herein.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2016 Bonds are as follows:

Sources

Par Amount of Series 2016 Bonds	\$ _____
Plus [net] original issue premium.....	_____
Total.....	\$ _____

Uses

Deposit to Escrow Account/Redemption of Refunded Bonds.....	\$ _____
Costs of Issuance ⁽¹⁾	_____
Total.....	\$ _____

⁽¹⁾ Including underwriter's discount, legal fees, trustee fees, escrow agent fees, escrow verification fees, rating agency fees, printing fees and other miscellaneous costs of issuance.

DEBT SERVICE SCHEDULE

The following table sets forth the Annual Debt Service Requirements for the Outstanding Parity Bonds and the Series 2016 Bonds:

<u>Fiscal Year</u>	<u>Series 2016 Bonds</u>		<u>Outstanding Parity Bonds^(1, 2)</u>	<u>Total Debt Service⁽¹⁾</u>
	<u>Principal*</u>	<u>Interest⁽¹⁾</u>		
2017	-		6,204,099	
2018	\$660,000		5,557,060	
2019	680,000		4,867,083	
2020	715,000		4,871,373	
2021	740,000		4,337,339	
2022	770,000		4,395,114	
2023	805,000		4,390,786	
2024	1,040,000		4,452,876	
2025	1,095,000		846,464	
2026	1,145,000		847,011	
2027	1,200,00		845,717	
2028	510,000		847,582	
2029	540,000		847,343	
2030	560,000		-	
2031	595,000		-	
2032	625,000		-	
2033	285,000		-	
2034	<u>295,000</u>		-	
Total	<u>\$12,260,000</u>		<u>\$43,309,847</u>	

* Preliminary; subject to change.

(1) Amounts are rounded to the nearest dollar.

(2) Excludes debt service on the Refunded Bonds. See "SOURCES OF FUNDING FOR THE UNIVERSITY—University Debt."

HISTORICAL PLEDGED REVENUES AND DEBT SERVICE

The following table shows the amounts of revenues pledged under the Resolution on a historical basis. The table also presents Debt Service on all Bonds secured by Pledged Revenues for the fiscal years ended June 30, 2011-2015. The information presented is derived from the University's internal records used to prepare its financial statements and may differ slightly from the audited financial statements.

<u>Revenues⁽¹⁾</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Housing System Revenues	\$ 5,104,221	\$ 5,709,462	\$ 5,978,179	\$ 6,013,914	\$ 6,294,932
Pledged Fees:					
Tuition	42,600,426	49,177,627	49,373,663	50,438,053	52,693,194
Student Facilities Fee/Facilities	4,189,215	4,210,346	4,241,734	4,083,643	4,124,892
CAES Lease Payment	<u>850,104</u>	<u>850,104</u>	<u>850,104</u>	<u>850,104</u>	<u>850,104</u>
Total Revenues Available for Debt Service	<u>\$52,743,966</u>	<u>\$56,222,336</u>	<u>\$56,667,890</u>	<u>\$61,385,714</u>	<u>\$63,963,122</u>
Total Debt Service Requirements	6,690,048	5,558,290	6,298,781	6,204,012	6,204,099

(1) Amounts have been rounded.

THE UNIVERSITY

Idaho State University, a Carnegie-classified doctoral research and teaching institution founded in 1901, attracts students from around the world to its Idaho campuses. At the main campus in Pocatello, Idaho and at locations in Meridian, Idaho Falls and Twin Falls, the University offers access to high-quality education and training in more than 280 programs. Approximately 18,070 students attend the University throughout the academic year with 13,569 enrolled as of fall 2015 end of term.¹ The University is housed in approximately 100 buildings on 1,140 acres in the city of Pocatello, which serves as an economic center for the southeastern part of the State.

The University serves a diverse population that includes traditional students entering the University directly from high school, non-traditional students who have delayed their university education, working professionals and senior citizens. The University provides both general education and specialized programs in the arts, humanities, sciences, the professions and technologies. Bachelor's and master's degrees are awarded in a variety of fields by the Colleges of Arts and Letters, Business, Education, Science and Engineering, Technology, as well as the Graduate School and the Division of Health Professions. Terminal degrees offered include: Master of Business Administration; Master of Fine Arts; Doctor of Pharmacy; Doctor of Philosophy; Doctor of Arts; and Doctor of Education. Through its programs in pharmacy, health professions and the Family Practice Medical Residency, the University is a center for education in the health professions. The University also has the first Dental Residency Program and the first and only Dentistry Degree Program in the State.

¹ Total unique student enrollments of approximately 18,070 for all terms for the entire fiscal year includes part-time students, as well as, students enrolled in non-traditional programs such as high school dual enrollment, work-force training, and less-than-semester-length programs. The fall 2015 end of term headcount of 13,569 students represents an increase of 486 students from the fall 2015 10th day headcount noted in the Five-Year Historical Enrollment Summary below due to continuing education and Early College Program students who enroll after the 10th day.

Student Body

The University admits all Idaho residents who graduate from accredited high schools in the State with an overall grade point average of at least 2.5, or who received a math score of at least 18 on the ACT or 490 on the SAT, an English score of at least 18 on the ACT or 500 on the SAT writing exam, and who have successfully met all Idaho Core Requirements and statewide admission standards established by the Board. Approximately 81% of the University's end of term fall 2015 student body were residents of Idaho. The table below sets out certain statistics concerning the University's enrollment for the fall terms of the years indicated. The majority of the University's students attend its main Pocatello campus; approximately 80% of fall 2015 enrollment, measured by head count, were located on the Pocatello campus. The remaining 20% are located on the Idaho Falls, Meridian, and Twin Falls campuses.

While the University's main campus in southeast Idaho serves students with a wide variety of programs in many locations through a variety of traditional and technological strategies, the University provides educational services to students in communities throughout the State. Many students take courses in more than one location; for example, they might complete general education requirements with the University in the Snake River Valley or Magic Valley, before completing a program on the main campus in Pocatello. Most off-site students are traditional, full-time undergraduate students, but many are mid-career professionals seeking new skills or other educational fulfillment by taking individual courses.

The University's Early College Program offers academic enrichment opportunities for qualified high school students. Dual or concurrent enrollment allows high school students to enroll in college level courses while continuing their high school courses and activities.

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Five-Year Historical Enrollment Summary

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Students	<u>Fall Semester, 10th Day of Class</u>				
Full Time Equivalents (FTE)	10,827	11,187	10,714	10,858	10,480
Head Count	12,587	14,209	13,845	13,804	13,133
Undergraduate Students					
FTE	9,204	9,597	9,156	9,302	8,966
Head Count	10,526	12,143	11,788	11,792	11,243
Graduate Students					
FTE	1,623	1,590	1,558	1,556	1,514
Head Count	2,051	2,066	2,057	2,012	1,890
<u>No. of Freshmen</u>	<u>Freshman Class Statistics, Fall Semester</u>				
Applying	3,253	3,348	2,647	3,276	2,940
Accepted	3,036	3,084	2,510	3,209	2,894
Enrolled	1,828	1,722	1,555	1,832	1,577
Average ACT Score	21	21	21	22	22
Average High School GPA	3.16	3.22	3.21	3.18	3.23
Percentage graduating in the top 25% of their high school class	28%	28%	27%	31%	30%

(Source: The University.)

As the preceding information illustrates, full-time undergraduate enrollment at the University, based upon full-time equivalents (FTE), has declined 347 FTE from fall 2011 to fall 2015. The University has experienced notable increases in enrollment categories where fees tend to be higher such as international students. International student enrollment increased by 921 students from fall 2011 enrollment of 502 to fall 2015 enrollment of 1,423.

To improve enrollment numbers, the University has implemented ongoing enhanced recruitment, retention and student success efforts. Following are brief descriptions of some of the University's most important efforts in this area:

- Idaho State University named Scott Scholes as the Associate Vice President of Enrollment Management effective April 1, 2015. Formerly the dean of students at the College of Southern Idaho (CSI). Mr. Scholes is responsible for leading the University's new undergraduate enrollment management units and strategies. This new Enrollment Management unit brings together Admissions, Advising, Financial Aid, Registration and Records, Scholarships and other services to streamline student recruitment and retention. One of the first initiatives is to implement a new Customer Relations Management system (CRM) to increase enrollment.
- The Early College Program, which offers college credit courses to high school students, launched a new era at the University with a presence on Facebook and Twitter and is exploring additional delivery methods for dual enrollment courses, including online and teleconferencing. These developments, along with an increased focus on articulation agreements with high schools in southeast Idaho, have resulted in increases in Early College Program end of term headcount enrollment by 21% for fall 2015 (1,565 students in fall 2012 to 1,887 students in fall 2015).

- The new Career Path Internship program, which targets campus employment opportunities to student career paths, has been vastly expanded from \$300,000 in fiscal year 2011, to \$2.3 million in fiscal year 2016. The program currently has over 800 student interns.
- Additional initiatives include new credit-transfer and online articulation tools that provide online access to specific transfer credit and course information. A new transfer evaluation system provides a faster and streamlined process for transfer evaluation, facilitating transfer of credits from other schools. The University Veterans Sanctuary assists veterans with program selection and course registration, GI Bill educational benefits, and the transition from military to campus life. The University has developed targeting recruiting efforts to veterans nationwide.
- The University also shares its story through various media outlets. In addition to commercial advertising, the University publishes the *Idaho State University Magazine*. The University is the only university in the State to produce a television show that airs statewide on a major network. “Idaho State of Mind,” a weekly 30-minute broadcast over Idaho Public Television, features the faculty and events at the University. The University also markets through the radio on a monthly program, “First Monday Forum,” which showcases the best events and expertise at the University. The University is also growing its social media presence and it currently connects to nearly 7,000 alumni, students and friends through Facebook.
- The University purchased a new Content Management System (CMS) to upgrade its existing website and improve marketing, outreach, and student recruitment. Migration to the new CMS began in fall 2015, and the first 2,000 pages will go “live” in late February 2016. The CMS allows the University to update content in a timely manner and follow brand guidelines. CMS trainings and workshops began last year, and additional department trainings will continue over the next 12 months. The cost of the CMS, including consultancy fees, totaled \$95,000.

The University’s fall-to-fall retention rates for first-time, degree-seeking undergraduates has continued to improve from 62.0% in fiscal year 2012 to 71.3% in fiscal year 2015. Increases in student retention have occurred because of the efforts of Central Advising and the Student Success Center.

Degrees Conferred

The University anticipates awarding approximately 2,300 total degrees in 2016 and has awarded the following degrees in the preceding five years:

<u>Degree Awarded</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Technical Certificates	204	192	219	167	199
Associate	340	334	354	393	363
Bachelor	1,064	1,118	1,136	1,181	1,123
Master	404	480	480	474	438
Doctorate	<u>143</u>	<u>155</u>	<u>154</u>	<u>146</u>	<u>160</u>
Total	2,155	2,279	2,343	2,361	2,283

Student Housing

The University operates a dormitory system consisting of six traditional residence halls accommodating up to 855 students, most of whom are undergraduates. The residence halls include traditional dormitory style rooms (555 beds) and suite-style residences (300 beds, grouped in 78 3- and 4-bedroom units). The residence halls are intended primarily for freshmen and sophomores and offer a strong community atmosphere and student interaction through educational, social, and cultural programming. The University’s residency hall charges are adjusted annually to an amount deemed necessary by University officials to pay operation, maintenance and debt amortization expenses.

Meal plans are required for all freshmen and sophomores living in the residence halls. Meal plans are optional for juniors, seniors and graduate students, as well as for all students 21 years and older. Students can use their meal

plan at the Garrison-Turner Dining Hall, Rendezvous Food Court, and the Pond Student Union. The food service operations are provided through a management contract with Chartwells.

The University currently has six on-campus apartment complexes, with a total of 319 rental units (including approximately 1,500 beds). These apartments consist of a mix of efficiency, studio, one and two bedroom rental units. Apartments are available to non-traditional students and students who have already completed their first year at the University. Rental charges are collected monthly and continuing students are allowed to remain in the apartments during the summer term, even if the student does not attend summer sessions. Rental rates are reviewed and adjusted at the end of each fiscal year.

For the past five years the average occupancy rate for the residence halls is 81% and for the on-campus apartments is 93%.

All of the dormitory and apartment facilities of the University are professionally maintained and kept in a sound state of repair. The University has no current plans to construct additional housing facilities.

Employees

During the 2014-2015 academic term, the University had 594 full-time faculty, 476 full-time non-classified professionals, 559 full-time classified employees and 32 full-time health residents, for a grand total of 1,661 full-time employees. The University is not a party to any collective bargaining agreement, although there are employee associations that bring issues and concerns to the attention of the University. The University considers its relations with its employees to be good.

Employee Retirement Benefits

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State’s “Public Employees’ Retirement System of Idaho” (“PERSI”) or the “Optional Retirement Program” (“ORP”), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI The University’s classified employees, including faculty hired prior to July 1, 1990, are covered under PERSI. Additionally, new faculty and professional staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the “PERSI Board”), appointed by the governor and confirmed by the legislature, manages the system, including by selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policies for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the plan.

On July 1, 2015, PERSI had 67,008 active members, 29,827 inactive members (of which 11,859 are entitled to vested benefits), and 42,657 annuitants. PERSI collects contributions from employees and employers to fund retirement, disability, death and separation benefits, as provided by Chapter 13, Title 59, Idaho Code. As of July 1, 2015, there were 139,492 Idaho public employees, retirees or beneficiaries who were PERSI members.

As of July 1, 2015, PERSI’s actuarial value of assets totaled \$13,956,700,000 and the actuarial liabilities funded by PERSI totaled \$15,446,900,000. This means that, as of July 1, 2015, PERSI was 90.4% funded. GASB Statement 25 (Reporting Standards for Defined Benefit Pension Plans) has replaced Projected Benefits Obligations (“PBO”) as the measure of pension plan funding status. As required by GASB Statement 25, the PERSI Schedule of Funding Progress shows a funded ratio of 119.4% of the PERSI Base Plan. The funded ratio includes the effect of a mandated cost of living adjustment (COLA), but not the additional discretionary COLA. The Schedule of Employer Contributions shows that PERSI employers have contributed at least 100% of the Actuarially Required Contributions (ARC).

For general members of PERSI, as of July 1, 2015, the employer contribution rate in effect is 11.32% of pay and the employee contribution rate is 6.79%.

The University's required and paid contributions to PERSI for the fiscal year ended June 30, 2015 was \$2,897,140.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at www.persi.idaho.gov/documents/investments/FY15/AR-FY2015.pdf. No representation is made herein as to the accuracy of this report.

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join the ORP. The ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) and Variable Annuity Life Insurance Company (VALIC). The total contribution rate is the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2025.

Contribution requirements for the ORP are based on a percentage of total payroll. The University's contribution rate for the fiscal year ending June 30, 2015 is 9.24% of covered payroll, which is the same contribution rate for fiscal years ended June 30, 2013 and 2014.

For the fiscal years ended June 30, 2013 through 2015, the University's required and paid contributions to ORP were \$5,913,986, \$5,964,369, and \$6,264,020, respectively. The employee contribution rate for the current fiscal year is 6.96% of covered payroll, which is the same as the contribution rate for the fiscal years ended June 30, 2014 and 2015. These employer and employee contributions, in addition to earnings from investments, fund the ORP benefits. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions that it is required to make to ORP to date.

For a further discussion of the University's retirement plans and certain other employment obligations, see "APPENDIX D—FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2014 AND 2015 AND INDEPENDENT AUDITOR'S REPORT—Footnote 10. Optional Retirement Plans and Termination Payments" and Footnote 11. Pension Plan."

The effect of GASB 68 on the net position of the University is stated in Footnote #2 of the attached ISU FY15 Financial Statements in Appendix D.

Other Post-Employment Benefits

The University participates in other post-employment benefit plans relating to health and disability that are administered by the State of Idaho as agent, and it participates in a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to these plans. The most recent actuarial valuation relating to these benefits is as of June 30, 2014. At June 30, 2015, the University had approximately \$18,507,000 in unfunded accrued liability. The University's annual required contribution for the fiscal year ending June 30, 2015, was approximately \$1,796,000 of which the University contributed approximately \$689,000. The University has not set aside any assets to pay future benefits; the University funds these benefits on a pay-as-you-go basis. Additional details regarding these benefits can be found in APPENDIX D—FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2014 AND 2015 AND INDEPENDENT AUDITOR'S REPORT—Note 12. Postemployment Benefits Other Than Pensions."

Insurance

Through the State of Idaho Risk Management Program, the University maintains liability and property, and employee fidelity insurance in amounts deemed adequate by State and University officials. The University has a risk management staff that coordinates insurance coverage and claims with the State of Idaho Risk Management Program

officials, and reviews the adequacy of such coverage and verifies the University’s compliance with applicable agreements. As of April 30, 2015, the total insured replacement value of the University’s buildings, contents and improvements was approximately \$98,920,202.

Budget Process

The University operates on an annual budget system. Its fiscal year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the office of the President and Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process begins with a general budget proposal for the following fiscal year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University’s operating budget is approved by the Board prior to the commencement of the fiscal year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards for the other institutions of higher education, approves the annual budgets for those institutions, as well.

SOURCES OF FUNDING FOR THE UNIVERSITY

The University relies on a number of sources of funding to achieve its educational and research missions. The principal sources of revenues are: direct appropriation of State revenues by the Idaho Legislature, the fees and tuition it charges its students, federal government appropriations, grants and contracts, gifts to the University, revenues derived from investments and property holdings of the University, and the revenues derived from the sale of certain products and services managed or owned by the University. These revenue sources are more fully discussed below.

State Appropriations

Legislatively approved State general account and State endowment appropriations represent approximately 40% of the University’s total revenues for fiscal year 2016. Such revenues are not pledged as security for the Bonds. The Legislature meets in the beginning of January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year, beginning the following July. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting. If in the course of a fiscal year prior to the commencement of the legislative session, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor by executive order may reduce (“Holdback”) the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State or request a reversion (“Reversion”) of appropriations back to the State to balance the State budget. The most recent Holdbacks occurred during fiscal year 2012; there were no Reversions for that year. There have been no Holdbacks or Reversions since fiscal year 2012. The table below sets forth the legislative appropriations from the State General Fund for all higher education institutions and for the University, net of one-time funding, Reversions and Holdbacks.

Schedule of State General Account Appropriations

<u>Fiscal Year</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
All Higher Education	\$217,510,800	\$209,828,300	\$227,950,500	\$236,504,600	\$251,223,200
Idaho State University	59,071,300	57,150,200	61,799,700	65,261,000	68,005,400
University’s percentage increase (decrease) over prior year	(2.6)%	0.1%	8.1%	5.6%	4.2%

Source: The University; based on legislative appropriations (excluding State endowments) for the years 2011-2015.

As shown in the preceding chart, State appropriations have declined largely as a result of the economic downturn the State and nation as a whole have experienced. From the expenditure perspective, the University developed a financial plan to actively pare down costs, streamline processes, and implement new approaches and controls to monitor and address the budget reductions. All of these initiatives remain in place and are active. From the revenue perspective, the University, out of necessity, has increased tuition and fees, while moving to impact students as little as possible. The University continues to leverage other revenue sources as well, including research and partnering activities, more self-support programs, auxiliaries, and fundraising. As a result of these efforts, even in the face of the budget declines, the University has experienced solid increases in net assets over the past several years (see financial statements in APPENDIX D).

Tuition and Fees

A major component of funding for the University is student tuition and fees, which, for the academic year 2015-2016 are \$3,392.00 total per semester for full-time undergraduate, resident students (of this amount, only the tuition portion (\$2,552.53) and the Student Facilities Fee/Facilities (\$255.00) are Pledged Fees). Non-resident students pay per-semester non-resident tuition of \$6,699.00 in addition to the undergraduate tuition and fees (this additional tuition is not a Pledged Fee). Additional dedicated fees are charged to students enrolled in graduate programs, pharmacy, physical and occupational therapy, graduate level nursing, graduate level counseling, and the Idaho Dental Education program.

The University expects tuition and fees for all students and additional tuition for non-resident students to increase in the future in response to generally higher costs of operating the University.

The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated to the University President approval of certain institutional student fees. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets the Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited.

The following table shows per semester full-time fees from fiscal year 2012 through fiscal year 2016. Pledged Fees are shown in bold.

<u>Full-Time Semester Fees</u> ⁽¹⁾	<u>2011-2012</u>	<u>2012-2013</u> ⁽²⁾	<u>2013 -2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Tuition	\$2,090	\$2,209	\$2,344	\$2,455	\$2,553
Student Facilities Fee	\$243	\$255	255	255	255
Campus Technology Fee	83	83	83	83	83
Dedicated Activity Fees	<u>482</u>	<u>488</u>	<u>490</u>	<u>490</u>	<u>501</u>
Total Tuition and Fees	2,898	3,035	3,172	3,283	3,392
Graduate Fee (<i>additional fee</i>)	514	540	564	584	613
Non-Resident Tuition (<i>additional fee</i>)	5,618	5,900	6,166	6,380	6,699

⁽¹⁾ Amounts have been rounded.

⁽²⁾ Budgeted amounts approved by the Board in its June 2015 meeting.

Financial Aid

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, tuition waivers, fee reductions and waivers, and deferred payments, is available. The University believes that the amount of available financial aid, which totaled approximately \$101,874,550 in the fiscal year ended June 30, 2015, is adequate to enable students who desire to attend the opportunity to do so. During the 2014-2015

fiscal year, the direct financial aid to students in the form of scholarships and grants was approximately \$38,430,735 and in the form of loans was \$63,443,815.

The following table shows financial aid for students from fiscal year 2011 through 2015

<u>Financial Aid</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Direct Financial Aid (Scholarships and Grants)	\$45,889,011	\$45,734,466	\$	\$38,761,783	\$38,430,735
Loans	\$78,053,641	\$77,394,649	\$	\$67,460,485	\$63,443,815
Total	\$123,942,652	\$123,129,115	\$	\$106,222,268	\$101,874,550

Grants and Contracts

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University’s current fund revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants and contracts. Such revenues are not pledged as security for the Bonds.

Auxiliary Enterprises

Auxiliary enterprise sales and services revenues represents income earned by the University on its income-producing operations such as the University’s bookstore, housing, student health center, food service, athletic facility, student union and certain other operations. A portion of these revenues (specifically, revenues of the Housing System) are pledged as security for the Bonds. See “HISTORICAL PLEDGED REVENUES AND DEBT SERVICE” above.

Sales and Services

Various University departments provide services and products to the student body and, in some instances, to the community for which payment is received. Such revenues are not pledged as security for the Bonds.

Idaho State University Foundation, Inc.

The ISU Foundation is a nonprofit corporation organized under Idaho law in 1967. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. A 25-member board of directors manages the ISU Foundation. William M. Eames, William Eames and Associates, serves as President of the ISU Foundation.

Financial information concerning the ISU Foundation is contained in Note 14 to the University’s financial statements included in “APPENDIX D” hereto. The total fair value of the Foundation’s investments at June 30, 2015 was \$53,918,842, of which \$38,967,296 represent Permanent Endowments.

The ISU Foundation issued its Multi-Mode Variable Rate Revenue Bonds on May 30, 2001 (the “ISU Foundation Bonds”) in the amount of \$22,170,000 for the construction, furnishing, equipping and improving of certain real and personal property comprising the L.E. and Thelma Stephens Performing Arts Center. The ISU Bonds have a final maturity date of May 1, 2021 and are secured by donations, pledges and other funds held under the bond indenture relating to these bonds. The total interest expense on the ISU Foundation Bonds during 2015 was \$98,505. The outstanding balance on these bonds as of June 30, 2015 was \$5,600,000. The revenues pledged to the payment of the ISU Foundation Bonds are not pledged as security for the Bonds and the Revenues securing the Bonds are not pledged under the indenture securing the ISU Foundation Bonds.

Future Capital Plans

The University has an on-going capital improvement program of new construction and the renovation of existing facilities. Capital improvement projects are expected to be funded from a variety of sources, including gifts, state appropriations, and University funds. The University currently has no plans to incur additional indebtedness or undertake any major capital projects in the next 24 to 36 months.] The University may not undertake any capital project or long-term financing without prior Board approval.

University Debt

Prior to the issuance of the Series 2016 Bonds, the University had \$49,082,000 of indebtedness, including \$49,082,000 of Bonds outstanding secured by Pledged Revenues and \$1,287,044 in a note payable as of June 30, 2015. Set forth below is the University’s schedule of outstanding indebtedness as of June 30, 2015 and a proforma of Bonds outstanding, assuming the issuance of the Series 2016 Bonds and the refunding of the Refunded Bonds.

<u>Outstanding Bonds</u>	<u>Final Maturity Date</u>	<u>Amount of Original Indebtedness</u>	<u>Amount of Debt Outstanding as of June 30, 2015</u>	<u>Pro Forma Debt Outstanding as of April ____, 2016</u>
General Revenue Bonds, Series 2004A	2016	\$ 4,980,000	\$ 285,000	\$ _____
General Revenue Bonds, Series 2004B ⁽¹⁾	2034 ⁽¹⁾	3,305,000	3,040,000	-
General Revenue Bonds (Taxable), Series 2004C	2022	2,305,000	1,155,000	1,005,000
General System Revenue Bonds (Federally Taxable), Series 2006	2028	10,000,000	7,820,000	7,385,000
General Revenue Bonds, Series 2007 ⁽¹⁾	2032, 2017 ⁽¹⁾	16,120,000	11,970,000	670,000
General Revenue Refunding Bonds, Series 2012	2023	27,530,000	23,005,000	20,655,000
General Revenue Refunding Bonds, Series 2013	2020	3,810,000	1,807,000	1,466,000
General Revenue Refunding Bonds, Series 2016	2034	_____	-	_____
Total Bonded Indebtedness			<u>\$49,082,000</u>	<u>\$ _____</u>

⁽¹⁾ All or a portion of the Refunded Bonds will be refunded with proceeds of the Series 2016 Bonds. Final maturity date reflects pre- and post-refunding years and is stated as of June 30, 2015 and April ____, 2016, respectively. (Source: The University.)

The University also has a note payable in the amount \$1,287,044, which is scheduled to be paid in full on Sept 1, 2016.

Other Obligations

The University implemented an enterprise resource planning (“ERP”) system in order to provide increased integration and functionality for the University. Koch Financial Corporation was selected as the financing institution based on its expertise in financing information system installations and comparisons with other vendors.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board of Trustees of Idaho State University who also serve as the Idaho State Board of Education and simultaneously, among other duties, as the Regents of the University of Idaho, the Trustees for Boise State University

and Lewis-Clark State College in Lewiston and as the State Board for Professional-Technical Education. The Governor appoints seven of the members to the Board for five-year terms. The elected State Superintendent of Public Instruction serves ex officio as the eighth member of the Board for a four-year term. The membership, terms, residences and occupations of the current board members are listed below.

The Board of Trustees of Idaho State University and The State Board of Education

<u>Name</u>	<u>Residence</u>	<u>Occupation</u>	<u>Term Expires</u>
Don Soltman (President)	Twin Lakes	Retired Hospital Executive	06/30/2019
Emma Atchley (Vice President)	Ashton	Community Leader	06/30/2020*
Bill Goesling (Secretary)	Moscow	Retired Financial Consultant and Naval Aviator	06/30/2016
Linda Clark	Meridian	Dr. Clark has completed her 43 rd year as an educator in Idaho	06/30/2020
Debbie Critchfield	Oakley	A member of the Cassia County Republican Central Committee and an active community education leader	06/30/2018
David Hill	Boise	Dr. Hill is a retired Deputy Director for Science and Technology at the Idaho National laboratory	06/30/2017
Richard Westerberg	Preston	PacifiCorp Officer (retired)	06/30/2019
Sherri Ybarra*	Mountain Home	Idaho Superintendent of Public Instruction	

*Pending re-appointment. Prior term expired June 30, 2015.

**Ms. Ybarra serves ex-officio to the State Board of Education in her capacity as State Superintendent of Public Instruction, which is a statewide elective office.

The State Board of Education has a full time professional staff of approximately 21 individuals and is headed by Matt Freeman, Executive Director. Mr. Freeman was appointed Executive Director in 2015.

University Officers

The affairs of the University are managed by the President of the University and the staff. The President is appointed by, reports to, and serves at the pleasure of the Board. Following is a brief biographical resume of President Vailas and his cabinet:

Arthur C. Vailas, President. Dr. Vailas assumed the position of President of Idaho State University on July 1, 2006. Dr. Vailas previously was vice chancellor of all five University of Houston (UH) System campuses, and vice president for research and intellectual property management at the UH main campus. He joined the University of Houston in 1995 as vice provost for graduate studies, and professor and distinguished chair in biology and biochemistry. From 1988 to 1994, he held numerous positions at the University of Wisconsin–Madison. They included associate dean for research and development in the School of Education; professor of surgery, division of orthopedic surgery, College of Medicine; professor of kinesiology, School of Education; professor, department of poultry science, College of Agriculture; and professor and director of the Biodynamics Laboratory. His Ph.D. degree is from the University of Iowa with an area of emphasis in connective tissue physiology.

Laura Woodworth-Ney, Provost and Vice President for Academic Affairs. Dr. Woodworth-Ney was appointed as Provost and Vice President for Academic Affairs in June of 2013. She oversees all academic aspects of the University. She works with University leadership and the State Board of Education to advance campus initiatives-

leading to excellence in pursuing the University's mission. She is the University Accreditation Liaison to the Northwest Commission on Colleges and University's mission.

James A. Fletcher, Vice President for Finance and Administration. Mr. Fletcher was appointed to the position of Vice President for Finance and Administration in July, 2007. Mr. Fletcher most recently served as the Vice Chancellor of Administration at the Texas A&M System in College Station, Texas. He has also previously served at Howard University, University of Colorado, and Morehouse College. Prior to that, he worked in senior financial administration positions at the IBM and Unisys Corporations.

Kent M. Tingey, Vice President for University Advancement. Dr. Tingey was appointed to the position of Vice President for University Advancement in 1998. Dr. Tingey joined the University as Director of University Relations in 1989, after having served as Executive Assistant to U.S. Congressman Wayne Owens in Washington, D.C. Prior to that, he served as Director of Public Relations at Dixie College in St. George, Utah, and BYU-Hawaii Campus.

Cornelius Van der Schyf, Vice President for Research. Dr. Van der Schyf, BPharm, MSc, DSc (PhD), joined the faculty at ISU and in 2015 was appointed as Vice President for Research and Dean of the Graduate School at Idaho State University. Before joining ISU, Van der Schyf was Associate Dean for Research & Graduate Studies, Founding Chair and Professor of Pharmaceutical Sciences, and Professor of Neurobiology at Northeast Ohio Medical University (NEOMED). He has received several "Teacher of the Year" and "Most Cited Paper" awards, the APSSA Upjohn Achievement Award and South Africa's highest honor in drug discovery research, the FARMOVS Prize for Pharmacology and Drug Development, as well as the 2010 Olson/Blair Award for Administrative Excellence.

Patricia Smith Terrell, Vice President of Student Affairs. Dr. Terrell was appointed Vice President for Student Affairs in July 2011. She is responsible for co-curricular services, activities and programs that enhance the quality of student life, facilitate and advance learning, and contribute to the University's mission to develop global citizens who provide leadership to enrich a diverse society. She previously served as the chief student affairs officer at the University of Kentucky and Utah State University and in student affairs administrative roles at Southern Methodist University and the University of Louisville.

Mr. Adam R. Jacobsmeyer, Executive Director, Treasury, Procurement, Policies, & Business Services. Mr. Jacobsmeyer oversees ISU's treasury services group, as well as, procurement, policy development, tax, and real estate. Mr. Jacobsmeyer most recently served as the Director of Compliance and Internal Audit Services on the Brigham Young University-Hawaii campus. Prior to choosing to work in higher education, he spent eight years at public accounting firms as an IT Auditor for Ernst & Young in Utah, California, and Colorado and a regional accounting firm in Denver, CO.

TAX MATTERS

Federal Income Tax. In the opinion of Ballard Spahr LLP, Bond Counsel to the University, interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016 Bonds, assuming the accuracy of the certifications of the University and continuing compliance by the University with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax ("AMT"); however, interest on Series 2016 Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.

Original Issue Premium. Certain of the Series 2016 Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Series 2016 Bond through reductions in the holder's tax basis for the Series 2016 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisers for an explanation of the amortization rules.

Original Issue Discount. Certain of the Series 2016 Bonds may be offered at a discount (“original issue discount”) equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2016 Bond accrues as tax-exempt interest periodically over the term of the Series 2016 Bond. The accrual of original issue discount increases the holder’s tax basis in the Series 2016 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Series 2016 Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Idaho Income Tax. Bond Counsel is also of the opinion that interest on the Series 2016 Bonds is exempt from State of Idaho income taxes under currently existing law.

No Further Opinion. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Changes in Federal and State Tax Laws. From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Series 2016 Bonds or otherwise prevent holders of the Series 2016 Bonds from realizing the full benefit of the tax exemption of interest on the Series 2016 Bonds. Further, such proposals may impact the marketability or market value of the Series 2016 Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2016 Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Series 2016 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2016 Bonds would be impacted thereby.

Purchasers of the Series 2016 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2016 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

UNDERWRITING

Piper Jaffray & Co. (the “Underwriter”), has agreed, subject to certain conditions, to purchase all of the Series 2016 Bonds from the University at a purchase price of \$_____ being the par amount thereof plus original issuance premium of \$_____ and less an underwriting discount of \$_____. The Underwriter has advised the University that the Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2016 Bonds into investment trusts) at prices lower than the initial public offering prices reflected on the cover page of this Official Statement and that such public offering prices may be changed from time to time.

Piper Jaffray & Co. has entered into a distribution agreement with Charles Schwab & Co., Inc. (“CS&Co”) for the retail distribution of certain securities offerings at the original issue price less a negotiated portion of the selling concession applicable to any Series 2016 Bonds that CS&Co sells.

RATING

Moody’s Investors Service (“Moody’s”) has assigned their municipal bond ratings of “A1” with a “stable outlook” to the Series 2016 Bonds.

Such rating reflect only the view of Moody’s. Any explanation of the significance of the rating may only be obtained from Moody’s. The above rating is not a recommendation to buy, sell or hold the Series 2016 Bonds.

There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by Moody’s, if in the judgment of such rating agency, circumstances so

warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2016 Bonds.

The University has other issues of General Revenue Bonds outstanding which are rated by other rating agencies. No application has been made to any other rating agency for a rating on the Series 2016 Bonds. See “University Debt” for a description of other General Revenue Bonds issued by the University.

TRUSTEE

By appointment of the University, U.S. Bank National Association, Salt Lake City, Utah, shall act as the trustee, bond registrar, authenticating agent, paying agent and transfer agent with respect to the Series 2016 Bonds.

The Trustee is to carry out those duties assignable to it under the Resolution. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the nature, content, accuracy or completeness of the information set forth in this Official Statement or for the recitals contained in the Resolution or the Series 2016 Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the University of any of the Series 2016 Bonds authenticated or delivered pursuant to the Resolution or for the use or application of the proceeds of such Series 2016 Bonds by the University. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Series 2016 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Series 2016 Bonds or the investment quality of the Series 2016 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

CONTINUING DISCLOSURE

General

The University and the Trustee are expected to enter into a “Continuing Disclosure Agreement” (in substantially the form attached hereto as APPENDIX G) pursuant to which the University will provide to the Trustee within 180 days following the end of its fiscal year a copy of its annual audited financial statements and such other financial, statistical and operating data for such fiscal year in form and scope similar to the financial, statistical and operating data included in this Official Statement as described in the agreement. The University also has agreed to deliver to the Trustee notice of the events described in paragraph (b)(5)(i)(C) of Rule 15c2-12 as promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). The Trustee has agreed to deliver the information and the notices described in the preceding two sentences upon receipt thereof from the University to the Municipal Securities Rulemaking Board, and to deliver any notice of an event described in paragraph (b)(5)(i)(C) of Rule 15c2-12. The Trustee also agrees that if it has knowledge that the University has not delivered its annual audited financial statements or has not provided the financial, statistical and operating data as described above or if it has knowledge of the occurrence of material events described in Rule 15c2-12, it will directly notify the MSRB of the University’s failure to deliver such information or the occurrence of such event. See “APPENDIX G—FORM OF CONTINUING DISCLOSURE AGREEMENT.”

A failure by the University to comply with the Disclosure Agreement will entitle any Bondholder (including any Beneficial Owner) to bring an action for specific performance and to take such other remedies as are provided in the Disclosure Agreement.

A failure by the University to comply with the Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2016 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2016 Bonds and their market price.

Prior Compliance with Continuing Disclosure Obligations

The University has entered into prior undertakings under the Rule.

On February ___, 2016, the University filed an event notice with EMMA containing information it failed to file in a timely manner. The notice regarded the University's failure to file: (1) information regarding student tuition and fee schedules, historical revenue and debt service coverage and five year historical enrollment summaries with respect to its Series 1998 Bonds; (2) information regarding student tuition and fee schedules with respect to its Series 2003 Bonds; (3) complete information regarding the security for its Series 2004A Bonds, Series 2004B Bonds, Series 2004C Bonds, Series 2006 Bonds, Series 2007 Bonds and Series 2012 Bonds; and (5) information regarding sources of funding for the University and student tuition and fee schedules with respect to the Series 2012 Bonds. The University filed its fiscal year 2014 Audited Financial Statements on December 17, 2014. However, due to a clerical error, the Audited Financial Statements were not filed with respect to the Series 2012 Bonds. On February ___, 2016, the University filed with EMMA its fiscal year 2014 Audited Financial Statements with respect to the undertaking regarding the Series 2012 Bonds.

The University has adopted written Disclosure Policies and Procedures to assure current and future compliance with its undertakings.

LITIGATION

The University has reported as of the date hereof that there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Series 2016 Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2016 Bonds, the pledge and application of Pledged Revenues or the existence or powers of the University.

LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2016 Bonds are subject to the approval of Ballard Spahr LLP, as Bond Counsel to the University whose approving opinions will be delivered with the Series 2016 Bonds. Certain legal matters will be passed upon for the University by its University Counsel, Joanne Hirase-Stacey, Esq., Pocatello, Idaho. Certain legal matters will be passed on for the Board and the University by the office of the Attorney General of the State. Certain legal matters will be passed upon for the Underwriter by its counsel Kutak Rock LLP, Spokane, Washington. A copy of the opinion of Bond Counsel in substantially the form set forth in "APPENDIX E" of this Official Statement will be available from the University upon request.

Other than the form of such opinion, Bond Counsel has not assumed responsibility for any of the remaining material in the Official Statement and has not undertaken to review or independently verify the information set out therein. In addition, Bond Counsel has not assumed responsibility for any agreement, representation, offering circulars or other material of any kind not mentioned in this paragraph, relating to the offering of the Series 2016 Bonds for sale.

FINANCIAL ADVISOR

Blue Rose Capital Advisors, LLC (the "Financial Advisor"), has been retained by the University to provide certain financial advisory services in connection with the issuance of the Series 2016 Bonds. The Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of the information set forth in this Official Statement. The Financial Advisor is not a public accounting firm and has not been engaged by the Board to compile, review, examine or audit any information in this Official Statement in accordance with accounting standards. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities and therefore will not participate in the underwriting of the Bonds.

INDEPENDENT AUDITORS

The audited financial statements of the University as of and for the fiscal years ended June 30, 2014, and June 30, 2015, included in this Official Statement as Appendix D, have been audited by Moss Adams LLP, independent auditor, as stated in their report appearing therein. These financial statements are the most recent audited financial statements of the University. Moss Adams has not been engaged to perform and has not performed, since the date of the report included herein, any procedures on the financial statements addressed in that report. Moss Adams also has not performed any procedures relating to this Official Statement and has not consented to the use of the financial statements of the University in this Official Statement.

NO DEFAULTED BONDS

The University has never failed to pay principal and interest when due on its bonded indebtedness or other obligations.

MISCELLANEOUS

The Appendices are integral parts of this Official Statement and must be read together with all other parts of this Official Statement. The references herein to the Resolution, the Series 2016 Bonds and the Act, are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and reference is made to such documents and Act for full and complete statements of their provisions. Copies of these documents and Act are available for inspection at the principal corporate trust office of the Trustee in Salt Lake City, Utah and during the offering period for the Series 2016 Bonds from the Underwriter.

Any statements in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any estimates will be realized.

This Preliminary Official Statement is in a form “deemed final” by the University for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

This Official Statement and its distribution and use by the Underwriter have been duly authorized by the Board and the University.

IDAHO STATE UNIVERSITY

By: _____ /s/
Vice President for Finance and
Administration

APPENDIX A

**GLOSSARY OF CERTAIN TERMS USED IN THE
RESOLUTION AND OFFICIAL STATEMENT**

The following terms are used as defined terms in the Resolution and the Official Statement. The defined terms should be read in conjunction with APPENDIX B—SUMMARY OF THE RESOLUTION.

“Accountant’s Certificate” shall mean a certificate signed by an independent certified public accountant of recognized standing or a firm of independent public accountants of recognized standing, selected by the University and acceptable to the Trustee (which acceptance shall not be unreasonably withheld), who may be the accountant or firm of accountants who regularly audit the books of the University, provided that, if the Trustee shall fail to so accept, it shall deliver to the University a statement of its reasons for such non-acceptance.

“Act” shall mean the Educational Institutions Act of 1935, codified in Title 33, Chapter 38, Idaho Code, as the same shall be amended from time to time.

“Additional Bonds” shall mean Bonds issued pursuant to Article VII of the Resolution secured by Pledged Revenues.

“Authorized Officer of the University” shall mean the Bursar or a representative designated by the Bursar.

“Board” shall mean the Board of Trustees of the Idaho State University.

“Bond Fund” shall mean the fund referred to in the Bond Resolution, consisting of the Debt Service Account.

“Bond Register” shall mean the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Bonds.

“Bond Resolution” or “Resolution” shall mean the Bond Resolution, adopted by the Board on September 17, 1992, providing for the issuance of General Revenue Bonds, as restated on August 12, 2004 and as from time to time supplemented by Supplemental Resolutions.

“Bond Year” means the one-year period (or, in the case of the first Bond Year, the shorter period from the date of issue of the Bonds) selected by the University. If no date is selected by the University within five years of the date of delivery of a series of Bonds, each Bond Year shall end at the close of business on the date preceding the anniversary of the date of delivery of a series of Bonds.

“Bonds” shall mean the initial bonds issued under the Resolution and any Additional Bonds.

“Bursar” means the officer so designated by the University as chief financial officer of the University, currently the Vice President for Finance and Administration of the University, including any acting Bursar designated by the University.

“Business Day” shall mean a day, other than Saturday or Sunday, on which banks located in the states of Idaho, Minnesota, Utah and Washington, or in the city where the principal corporate trust office of the Trustee is located, are open for the purpose of conducting commercial banking business.

“CAES Base Rent” shall mean the base rent payable by Battelle Energy Alliance, LLC a Delaware limited liability company under its Lease Agreement No. 00049377 with the University.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

“Construction Fund” shall mean the special account created by the Bond Resolution, from which the Cost of Acquisition and Construction of a Project shall be paid.

“Cost of Acquisition and Construction,” with respect to a Project, shall include together with any other proper item of cost not specifically mentioned therein, the cost of demolition, the cost of acquisition and construction of the Project and the financing thereof, the cost, whether incurred by the University or another, of field surveys and advance planning undertaken in connection with the Project, and the cost of acquisition of any land or interest therein required as the sites thereof or for use in connection therewith, the cost of preparation of the sites thereof and of any land to be used in connection therewith, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the University, allocable portions of inspection expenses, financing charges, legal fees, and fees and expenses of financial advisors and consultants in connection therewith, cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys, estimates of cost, the payment of any notes of the University (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Project and payable from the proceeds of the Bonds, and all other expenses necessary or incident to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the construction and acquisition of the Project, the financing thereof and the placing of the same in use and operation.

“Cost(s) of Issuance” shall mean printing, rating agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of a series of Bonds.

“Cross-over Date” means with respect to Cross-over Refunding Bonds the date on which the principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 57-504, Idaho Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Debt Service” for any period shall mean, as of any date of calculation, an amount equal to the Principal Installment and interest accruing during such period on the Bonds, plus any Payment due under a Parity Payment Agreement as defined in the Resolution. Such Debt Service on the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installment on the Bonds on the due date thereof. For any series of Variable Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular fiscal year, it shall be assumed that such series of Variable Rate Bonds will bear interest at a fixed rate equal to the higher of (i) the average of the variable rates applicable to such series of Variable Rate Bonds during any twenty-four month period ending within thirty (30) days prior to the date of computation, or (ii) 110% of the Bond Buyer 25 Revenue Bond Index most recently published prior to the computation date but bearing interest at a fixed rate. There shall be excluded from “Debt Service” (i) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, and (ii) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 57-504, Idaho Code, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

“Debt Service Account” shall mean the account of that name created within the Bond Fund by the Bond Resolution.

“Defeasance Securities” shall mean and include any of the following securities:

1. Cash.
2. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - (SLGs)).
3. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself.
4. Resolution Funding Corp. (“REFCORP”). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
5. Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P. If, however, the issue is only rated by S&P (i.e., there is no Moody’s rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
 - a. *U.S. Export-Import Bank (Eximbank)*
Direct obligations or fully guaranteed certificates of beneficial ownership
 - b. *Farmers Home Administration (FmHA)*
 - c. *Federal Financing Bank*
 - d. *General Services Administration*
Participation Certificates
 - e. *U.S. Maritime Administration*
Guaranteed Title XI financing
 - f. U.S. Department of Housing and Urban Development (HUD)

Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
 - g. *U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds*

“Escrowed Interest” means (i) amounts irrevocably deposited in escrow in accordance with the requirements of Section 57-504, Idaho Code, in connection with the issuance of Bonds or Cross-over Refunding Bonds or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds, and (ii) amounts required by the Resolution to be deposited to pay interest on Bonds for a Project.

“Estimated Pledged Revenues” means, for any year, the Estimated Pledged Revenues for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Board. In computing Estimated Pledged Revenues, Pledged Revenues may be adjusted as necessary to reflect any changed schedule of fees or other charges adopted and to become effective not later than the next succeeding fiscal year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a series of bonds in connection with which an estimate is made. The estimated Operation

and Maintenance Expenses shall not be considered in computing Estimated Pledged Revenues unless Operation and Maintenance Expenses are expected to be paid from Pledged Revenues.

“Estimated Revenues Available for Debt Service” shall mean, for any year, the Revenues Available for Debt Service for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Board. In computing Estimated Revenues Available for Debt Service, Pledged Revenues may be adjusted as necessary to reflect any changed schedule of fees or other charges adopted and to become effective not later than the next succeeding fiscal year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a series of bonds in connection with which an estimate is made.

“Event of Default” shall mean one or more of the events enumerated in the Bond Resolution.

“Facilities” means (i) the Holt Arena stadium facility, (ii) the Reed Gymnasium, (iii) the Student Union Buildings, (iv) the CAES Project, (v) the Meridian Project, (vi) the Recreation Project and (vii) any Project financed with the proceeds of the Bonds, together with all appurtenances, equipment and related facilities useful or necessary to the operation of such Facilities.

“Fiscal Year” shall mean the annual accounting period of the University, beginning July 1 in a year and ending June 30 of the following year.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of business corporations as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

“Housing System” shall mean the University’s system of (i) student housing facilities and related facilities, including family student housing and apartments; (ii) the University’s on-campus residence hall housing facilities, food service and dining facilities and related and subordinate facilities; and (iii) additions and improvements thereto.

“Investment Securities” shall mean and include any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor Code section specifying legal investments.

“Mandatory Redemption Amount(s)” shall mean the mandatory deposits so designated in a Supplemental Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to the Resolution (or the original amount of any such Mandatory Redemption Amount if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Mandatory Redemption Amount for the purpose of calculation of Mandatory Redemption Amounts due on a future date.

“Matriculation Fee(s)” shall mean the student matriculation fee established by the Board for maintenance and operation of physical plant, student services, and institutional support for full-time students enrolled in academic credit courses and vocational pre-employment, preparatory programs at the University, as said fee now exists and may hereafter be revised by the Board. The Matriculation Fee shall include general education fees for part-time and summer students which are currently designated by the Board as the “Part-time Educational Fee” and “Summer School Fee.” The Matriculation Fee is also referred to as the “Tuition Fee.”

“Maximum Annual Debt Service” shall mean an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Bond Year.

“Meridian Project” means the acquisition and renovation of a portion of a building in Meridian, Idaho to be used for instructional purposes.

“Moody’s” shall mean Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Net Proceeds,” when used with reference to any series of Bonds, shall mean the aggregate principal amount of the series of Bonds, less the Costs of Issuance.

“Net Revenues of the Housing System” shall mean the Revenues of the Housing System, less Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” with respect to the Housing System shall mean all actual operation and maintenance expenses incurred by the University in any particular fiscal year or period to which said term is applicable or charges made therefor during such fiscal year or period, but only if such charges are made in conformity with Generally Accepted Accounting Principles.

Operation and Maintenance Expenses include, but are not limited to, costs for ordinary repairs, renewals and replacements of the Housing System, for salaries and wages, employees’ health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, fees and charges of financial, banking or other institutions for letters of credit, standby credit facilities, reimbursement agreements and remarketing, indexing and tender agent agreements to secure any series of Bonds, training of personnel, taxes and other governmental charges imposed by other than the University, fuel costs, and any other current expenses or obligations required to be paid by the University under the provisions of the Resolution or by law, all to the extent properly allocable to the Housing System.

Notwithstanding the first sentence of this definition, Operation and Maintenance Expenses do not include depreciation or obsolescence charges or reserves therefor; amortization of intangibles or other bookkeeping entries of a similar nature; interest charges and charges for the payment or amortization of principal of bonded or other indebtedness of the University; costs or charges which under Generally Accepted Accounting Principles are properly chargeable to the capital account or the reserve for depreciation and do not include losses from the sale, abandonment, reclassification, revaluation or other disposition of any part of the Housing System or such property items which are capitalized pursuant to the then existing accounting practice of the University.

“Outstanding,” when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, sold and delivered under the Bond Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

“Payment Date” shall mean the date upon which a payment of Debt Service on the Bonds shall be due and payable.

“Pledged Revenues” shall include (i) the Student Facilities Fee/Facilities, (ii) the Matriculation Fee (also referred to as the Tuition Fee) and other fees as shall be designated by the Board as Pledged Revenues; (iii) Revenues of the Housing System and CAES Base Rent, (iv) other revenues of other University enterprises or sources of funds as shall be designated by the Board as Pledged Revenues, (v) any investment income deposited from the Revenue Fund and the Debt Service Fund; and (vi) proceeds from the sale of a series of Bonds and moneys and investment earnings thereon, except as otherwise provided in the Bond Resolution or a Supplemental Resolution. Upon approval of the annual budget by the Board, the amounts of fees and other revenues so approved by the Board shall become Pledged Revenues and, when deposited into the Revenue Fund, shall become available for payment into the Bond Fund for payment of Debt Service in accordance with the Bond Resolution.

“Principal Installment” shall mean, as of any date of calculation and with respect to any series of Bonds then Outstanding, (A) the principal amount of Bonds of such series due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance (determined as provided in the definition of Mandatory Redemption Amount in this section) of any Mandatory Redemption Amount due on a certain future date for Bonds of such series, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different Bonds of such series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

“Project” shall mean any “project” as defined in the Act that is financed with the proceeds of Bonds issued under the Resolution.

“Project Account” shall mean an account established by the University within the Construction Fund for a Project.

“Rebate Fund” means the fund by that name established by the Resolution.

“Record Date” shall mean the 15th day of the calendar month next preceding any interest payment date, as provided in the Resolution.

“Recreation Project” means the construction and equipping of additions to an existing recreation facility.

“Registered Owner” or “Owner(s)” shall mean the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of the Bond Resolution.

“Revenue Fund” shall mean the Revenue Fund established by the Bond Resolution.

“Revenues Available for Debt Service” shall mean revenues in clauses (i), (ii), (v) and (vi) of the definition of Pledged Revenues, plus Net Revenues of the Housing System, plus revenues described in clause (iv) of the definition of Pledged Revenues less Operation and Maintenance Expenses of any University enterprises the revenues of which have been included in Pledged Revenues by virtue of such clause (iv).

“Revenues of the Housing System” shall mean all rentals, revenues, fees, tolls, charges, income, receipts and profits derived by the University from or attributable to the Housing System including, without limitation, all revenues derived from or attributable to any lease or other contractual arrangement with respect to the use or occupancy of the Housing System or the services, output or capacity thereof, or from the sale of any property of the Housing System permitted under the Resolution, and the proceeds of any insurance covering business interruption loss relating to the Housing System, all as determined in accordance with Generally Accepted Accounting Principles.

“S&P” shall mean Standard & Poor’s Corporation, a corporation organized and existing under the laws of the State of New York, its successors and assigns.

“Series 1998 Bonds” means the original \$12,400,000 principal amount of Student Facilities Fee Refunding and Improvement Revenue Bonds, Series 1998, of the University authorized by the Series 1998 Supplemental Resolution.

“Series 1998 Supplemental Resolution” means the Supplemental Resolution of the University adopted on February 19, 1998, authorizing the Series 1998 Bonds.

“Series 2003 Bonds” means the \$35,895,000 General Refunding and Improvement Revenue Bonds, Series 2003, of the University authorized by the Series 2003 Supplemental Resolution.

“Series 2003 Supplemental Resolution” means the Supplemental Resolution of the University adopted on June 26, 2003, authorizing the Series 2003 Bonds.

“Series 2004A Bonds” means the \$4,980,000 General Revenue Bonds, Series 2004A, of the University authorized by the Series 2004A Supplemental Resolution.

“Series 2004A Supplemental Resolution” means the Supplemental Resolution of the University adopted on August 12, 2004, authorizing the Series 2004A Bonds.

“Series 2004B Bonds” means the \$3,305,000 General Revenue Bonds, Series 2004B, of the University authorized by the Series 2004B-C Supplemental Resolution.

“Series 2004B-C Bonds” means collectively, the Series 2004B Bonds and the Series 2004C Bonds.

“Series 2004C Bonds” means the \$2,305,000 General Revenue Bonds (Taxable), Series 2004C, of the University authorized by the Series 2004B-C Supplemental Resolution.

“Series 2004B-C Supplemental Resolution” means the Supplemental Resolution of the University adopted on October 21, 2004, authorizing the Series 2004B-C Bonds.

“Series 2006 Bonds” means the \$10,000,000 principal amount of General Revenue Bonds (Taxable), Series 2006 of the University authorized by the Series 2006 Supplemental Resolution.

“Series 2006 Supplemental Resolution” means the Supplemental Resolution of the University adopted on November 30, 2006, authorizing the Series 2006 Bonds.

“Series 2007 Bonds” means the \$16,120,000 principal amount of General Revenue Bonds, Series 2007, of the University authorized by the Series 2007 Supplemental Resolution.

“Series 2007 Supplemental Resolution” means the Supplemental Resolution of the University adopted on August 9, 2007, authorizing the Series 2007 Bonds.

“Series 2012 Bonds” means the \$27,530,000 principal amount of General Revenue Refunding Bonds, Series 2012 of the University authorized by the Series 2012 Supplemental Resolution.

“Series 2012 Supplemental Resolution” means the Supplemental Resolution of the University adopted on June 21, 2012, authorizing the Series 2012 Bonds.

“Series 2013 Bonds” means the \$3,810,000 principal amount of General Revenue Refunding Bonds, Series 2013, of the University authorized by the Series 2013 Supplemental Resolution.

“Series 2013 Supplemental Resolution” means the Supplemental Resolution of the University adopted on June 20, 2013, authorizing the Series 2013 Bonds.

“Series 2016 Bonds” means the \$_____ principal amount of General Revenue Refunding Bonds, Series 2016, of the University authorized by the Series 2016 Supplemental Resolution.

“Series 2016 Cost of Issuance Fund” means the special account created by the Series 2016 Supplemental Resolution, from which the Costs of Issuance of the Series 2016 Bonds shall be paid.

“Series 2016 Supplemental Resolution” means the Supplemental Resolution of the University adopted on February 18, 2016, authorizing the Series 2016 Bonds.

“Student Facilities Fee/Facilities” shall mean the student facilities fee/facilities established by the Board and pledged as Pledged Revenues for payment of Additional Bonds, as said fee now exists and as may hereafter be revised by the Board.

“Supplemental Resolution” means any resolution amending or supplementing the terms of the Resolution in full force and effect which has been duly adopted and approved by the University under the Act; but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

“Trustee” shall mean U.S. Bank National Association, which shall also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, or its successors in functions, as now or hereafter designated.

“2004B/2004C Insurer” means Financial Security Assurance Inc., as insurer of the Series 2004B-C Bonds.

“2004B/2004C Policy” means the municipal bond insurance policy issued by the 2004B/2004C Insurer guaranteeing the scheduled payment of principal and interest on the Series 2004B-C Bonds when due.

“University” means Idaho State University, at Pocatello, Idaho, a body politic and corporate pursuant to the provisions of Section 33-3001, Idaho Code.

“Variable Rate Bonds” means as of any date of calculation, Bonds, the terms of which on such date of calculation are such that interest thereon for any future period of time is expressed to be calculated at a rate which is not susceptible of precise determination.

“Written Certificate of the University” means an instrument in writing signed on behalf of the University by a duly authorized officer thereof. Every Written Certificate of the University, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Bond Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (D) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX B

SUMMARY OF THE RESOLUTION

Capitalized terms used herein and not otherwise defined are used as defined in “APPENDIX A—GLOSSARY OF CERTAIN TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT.”

The following is a summary of certain provisions of the Resolution and is not to be considered a full statement thereof. The Resolution and all supplements thereto, are on file at the University, c/o Vice President for Finance and Administration, ISU Financial Services, [921 South 8th Avenue, Stop 8219, Building #10, 2nd Floor, Pocatello, Idaho 83209 - verify]; or at the office of the Trustee, U.S. Bank National Association, 170 South Main Street, Suite 200, Salt Lake City, Utah 84101.

GENERAL PROVISIONS RELATING TO THE BONDS

Authorization of Bonds

Bonds designated as “General Revenue Bonds” are authorized to be issued by the University under the Resolution. The maximum principal amount of the Bonds which may be issued under the Resolution is not limited; provided, however, that the University reserves the right to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued or Outstanding under the Resolution. Bonds may be issued in such series as from time to time shall be established and authorized by the University subject to the provisions of the Resolution. The Bonds may be issued in one or more series pursuant to one or more Supplemental Resolutions. The designation of the Bonds shall include, in addition to the name “General Revenue Bonds,” such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the University may determine. Each Bond shall bear upon its face the designation so determined for the series to which it belongs. Each Bond shall recite in substance that it is payable from and secured by the Pledged Revenues of the University pledged for the payment thereof.

Terms of Bonds

The principal of and interest on, and the redemption price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any Paying Agent at the option of a Registered Owner. Payment of interest on any fully registered Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of \$500,000 or more of Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than 15 days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

The Bonds of any series may be issued only in fully registered form without coupons in authorized denominations.

Transfer or Exchange of Bonds

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor. Provided, however, that the Trustee shall not be required to transfer the Bonds within 15 calendar days of a principal or interest payment.

Lost, Stolen, Mutilated or Destroyed Bonds

In case any Bond shall be lost, stolen, mutilated or destroyed, the Trustee may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the University and the Trustee in connection therewith and upon his filing with the University and the Trustee evidence satisfactory to the University and the Trustee of his ownership thereof, and upon furnishing the University and the Trustee with indemnity satisfactory to the University and the Trustee.

Notice of Redemption

A. Notice of Redemption. Notice of any redemption of Bonds shall be sent by the Trustee by first-class mail, postage prepaid, not less than thirty-five (35) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. This requirement shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed.

B. Effect of Redemption. When so called for redemption, such Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bonds shall not be deemed to be Outstanding as of such redemption date.

C. Open Market Purchase. The University reserves the right to purchase the Bonds on the open market at a price equal to or less than par. In the event the University shall purchase Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Bonds so purchased shall be credited at the par amount thereof against the Debt Service requirement next becoming due. In the event the University shall purchase term Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term Bonds so purchased shall be credited against the Mandatory Redemption Amounts next becoming due. All Bonds so purchased shall be cancelled.

Additional Bonds

The University reserves the right to issue Additional Bonds, including the Series 2016 Bonds, secured equally and ratably with outstanding Bonds under the Resolution by a pledge of (i) Pledged Revenues and (ii) the funds established by the Resolution, upon the conditions set forth in Article VII of the Resolution and as described in the Official Statement.

Payment Agreements

For purposes of this Payment Agreements Section, the following words have the following definitions:

(1) "Payment" means any payment required to be made by or on behalf of the University under a Payment Agreement and which is determined according to a formula set forth in the Payment Agreement.

(2) "Parity Payment Agreement" means a Payment Agreement under which the University's payment obligations are expressly stated to be secured by a pledge of and lien on Pledged Revenues on an equal and ratable basis with the Pledged Revenues required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on Outstanding Bonds.

(3) "Payment Agreement" means a written agreement, for the purpose of managing or reducing the University's exposure to fluctuations or levels of interest rates, currencies or commodities or for other interest rate, investment, asset or liability management purposes, entered into on either a current or forward basis by the University and a Qualified Counterparty, all as authorized by any applicable laws of the State, such agreement may or may not be characterized by a structure of reciprocity of payment.

(4) "Payment Agreement Payment Date" means any date specified in the Payment Agreement on which a Payment or Receipt is due and payable under the Payment Agreement.

(5) “Receipt” means any payment (designated as such by a resolution) to be made to, or for the benefit of, the University under a Payment Agreement by the Payor.

(6) “Payor” means a Qualified Counterparty to a Payment Agreement that is obligated to make one or more payments thereunder.

(7) “Qualified Counterparty” means a party (other than the University or a party related to the University) who is the other party to a Payment Agreement that has or whose obligations are unconditionally guaranteed by a party that has at least an investment grade rating from Moody’s and S&P and who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State.

A Payment Agreement Payment made under a Payment Agreement may be on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds as described in the Resolution, taking into consideration regularly scheduled Payment Agreement Payments and Receipts (if any) under the Payment Agreement.

The Payment Agreement may oblige the University to pay, on one or more scheduled and specified Payment Agreement Payment Dates, the Payments in exchange for the Payor’s obligation to pay or to cause to be paid to the University, on scheduled and specified Payment Agreement Payment Dates, the Receipts. The University may also enter into Payment Agreements that are not reciprocated by the other party to the agreement.

If the University enters into a Parity Payment Agreement, Payments shall be made from the Debt Service Account and annual Debt Service shall include any regularly scheduled University Payments adjusted by any regularly scheduled Receipts during a fiscal year. Receipts shall be paid directly into the Debt Service Account. Obligations to make unscheduled payments, such a termination payments, may not be entered into on a parity with the Bonds. To the extent that a Parity Payment Agreement has been designated as a hedge of the interest rate features of either fixed rate bonds or Bonds bearing variable rates of interest, annual Debt Service during the term of such Parity Payment Agreement shall be modified to reflect such Parity Payment Agreement.

The University is not precluded from entering into Payment Agreements with a claim on Pledged Revenues junior to that of the Bonds or from entering into obligations on a parity with the Bonds in connection with the use of Payment Agreements or similar instruments if the University obtains an opinion of Bond Counsel that the obligations of the University thereunder are consistent with the Resolution.

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS; INVESTMENT OF FUNDS

Pledge of Pledged Revenues

In the Resolution, the University pledges for the payment of the Bonds, equally and ratably, the Pledged Revenues and all money in the Bond Fund. The Pledged Revenues and other money in the Revenue Fund and the Bond Fund, if any, shall not, except as provided in the Resolution, be used for any other purpose while any of the Bonds remain Outstanding. This pledge shall constitute a first and exclusive lien on the Pledged Revenues and such other moneys in the Revenue Fund and the Bond Fund, if any, for the payment of the Bonds in accordance with the terms of the Resolution.

Confirmation and Establishment of Funds

The following Funds are established under the Resolution:

- A. Revenue Fund to be held by the University;
- B. Construction Fund to be held by the University;
- C. Bond Fund, consisting of a Debt Service Account to be held by the Trustee;

- D. Cost of Issuance Fund to be held by the University; and
- E. Rebate Fund to be held by the University.

The Trustee may establish one or more separate and segregated sub-accounts within the Accounts and Funds from time to time as shall be necessary. The Series 2016 Supplemental Resolution creates a “Series 2016 Cost of Issuance Fund” to be held by the University from which the expenses of issuing the Series 2016 Bonds shall be paid.

Revenue Fund; Bond Fund; Flow of Funds

A. Required Deposits. The University shall deposit as received all Pledged Revenues into the Revenue Fund. The University shall deposit into the Debt Service Account in the Bond Fund the accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. The University shall also deposit into the Debt Service Account the portion, if any, of the Net Proceeds designated as capitalized interest on a series of Bonds.

B. Permitted Deposits. At any time the University may deposit into the Revenue Fund or the Bond Fund such other funds and revenues that do not constitute Pledged Revenues, as the University may in its discretion determine.

C. Required Transfers. Moneys in the Revenue Fund shall first be transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five (5) days before any Payment Date, an amount equal to Debt Service coming due on such Payment Date. There may be credited against the foregoing transfer, however, any moneys deposited in the Debt Service Account which are available to pay Debt Service on the Bonds and which have not previously been taken as a credit against the required transfers.

The Trustee shall pay out of the Debt Service Account to the Registered Owners of the Bonds entitled to such payment on or before each Payment Date the amount of Debt Service payable on such date.

Amounts remaining in the Revenue Fund at any time in excess of the amounts necessary to make the payments required above may be applied by the University, free and clear of the lien of the Resolution, to the extent permitted by law, (i) to the redemption of Bonds, or (ii) for any other lawful purpose of the University.

Construction Fund

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution or any Supplemental Resolution.

The University may establish within the Construction Fund separate Project Accounts and may establish one or more subaccounts in each Project Account. Income received from the investment of moneys in the Project Account in the Construction Fund shall be credited to the Project Account. Upon completion of the Project, the Project Account shall be closed, and all remaining amounts in the Project Account shall be transferred to the Debt Service Account in the Bond Fund.

Before any payment is made from the Project Account in the Construction Fund, the University shall execute a Written Certificate showing with respect to each payment to be made the name of the person to whom payment is due and the amount to be paid and certifying that the obligation to be paid was incurred and is a proper charge against the Project Account in the Construction Fund and in a reasonable amount against the Project Account in the Construction Fund and has not been theretofore included in a prior Written Certificate, and that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

Investment of Funds

Moneys held in any fund or account shall be invested and reinvested by the University or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such fund or account.

The Trustee shall make investments only in accordance with instructions received from an Authorized Officer of the University. Except as provided to the contrary in the Resolution, income received from the investment of moneys in any fund or account shall be credited to such fund or account.

COVENANTS OF THE UNIVERSITY

So long as any Bonds are Outstanding, the University covenants as follows:

Punctual Payment of Bonds

The University will punctually pay or cause to be paid the principal or redemption price and the interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of the Resolution.

Covenant Regarding Pledged Revenues

The University shall establish and maintain the Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account to pay Debt Service for the fiscal year, to produce Revenues Available for Debt Service in each fiscal year equal to not less than 110% of the Debt Service on the Bonds Outstanding for each such fiscal year.

Existence of University

The University will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Accounts and Reports

A. The University will at all times keep, or cause to be kept, proper books of record and accounts in accordance with generally accepted accounting principles in which complete and accurate entries shall be made of all transactions relating to the Operation and Maintenance Expenses of the Facilities, the allocation and application of the Pledged Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee or the Registered Owners of not less than five percent of the Bonds then Outstanding, or their representatives authorized in writing.

B. The University will place on file with the Trustee promptly upon the receipt thereof by the University and in any event annually within six (6) months after the close of each fiscal year, a copy of its annual audit report covering the operations of the University and certified by a Certified Public Accountant. Such report shall provide such information as is necessary to evidence compliance with applicable agreements and covenants made by the University in the Resolution.

C. The reports, statements, and other documents required to be furnished to the Trustee pursuant to any provisions of the Resolution shall be available for the inspection of Registered Owners at the principal trust office of the Trustee and shall be mailed to each Registered Owner, investment banker, security dealer, or other person interested in the Bonds who shall file a written request therefor with the University.

D. The University shall file with the Trustee (i) forthwith upon becoming aware of any Event of Default under the Resolution, a Written Certificate of the University specifying such Event of Default; and (ii) no later than five months following the end of each fiscal year a Written Certificate of the University stating that, to the best of the knowledge and belief of the authorized officer of the University executing such Written Certificate, except for any

Event of Default then existing which shall have been specified in the Written Certificate of the University referred to in (i) above, the University has kept, observed, performed, and fulfilled each and every one of its covenants and obligations contained in the Resolution, and there does not exist at the date of such Written Certificate any Event of Default by the University under the Resolution or other event which, with the lapse of time specified in the Resolution, would become an Event of Default under Article XI of the Resolution, or, if any such Event of Default under Article XI of the Resolution or other event shall so exist, specifying the same and the nature and status thereof.

Compliance With the Resolution

The University will not issue, or permit to be issued, any Bonds in any manner other than in accordance with the provisions of the Resolution and will not suffer or permit any default to the Resolution, but will faithfully observe and perform all the covenants, conditions, and requirements thereof. The University will make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or facilitate the performance of the Resolution, and for better assuring and confirming unto the registered Owners of the Bonds of the rights, benefits, and security provided in the Resolution. The University for itself, its successors and assigns, represents, covenants, and agrees with the Registered Owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as any of the Bonds shall remain Outstanding and the principal or redemption price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in the Resolution and the Bonds.

Power to Issue Bonds and to Pledge Pledged Revenues and Other Funds

The University is duly authorized under all applicable laws to issue the Bonds and to adopt the Resolution and to pledge the Pledged Revenues and other moneys, securities, and funds purported to be pledged by the Resolution in the manner and to the extent provided in the Resolution. The Bonds and the provisions of the Resolution are and will be the valid and legally enforceable obligations of the University in accordance with their terms and the terms of the Resolution. The University shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of the Pledged Revenues and other moneys, securities, and funds pledged under the Resolution and all the rights of the Registered Owners under the Resolution against all claims and demands of all persons whomsoever.

Power to Own and Operate the Facilities and Collect Fees

The University has, and will have so long as any Bonds are Outstanding, good right and lawful power to own and operate the Housing System and to fix and collect the Pledged Revenues.

MODIFICATION OR AMENDMENT OF RESOLUTION

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (1) of the Registered Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, (2) in case less than all of the several series of Bonds then Outstanding are affected by the modification or amendment, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of each series so affected and then Outstanding, and (3) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of the particular series and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified series remain Outstanding, the consent of the Registered Owners of Bonds of such series shall not be required and Bonds of such series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification or amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Registered Owner of each Bond so affected, or (y) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may also be modified or amended at any time by a Supplemental Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

- (1) to add to the covenants and agreements of the University in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the University;
- (2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;
- (3) to provide for the issuance of a series of Bonds, and to provide the terms and conditions under which such series of Bonds may be issued, subject to and in accordance with the provisions of Article VII of the Resolution;
- (4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the provisions of the Registered Public Obligations Act, chapter 9 of Title 57, Idaho Code; and
- (5) during the term of any credit enhancement agreements (including, without limitation, standby bond purchase agreements and letters of credit) permitted in Section 57-231, Idaho Code, to amend any provisions of the Resolution which is intended solely to be for the benefit of the issuer of the credit enhancement agreement.

Such Supplemental Resolution shall become effective as of the date of its adoption or such later date as shall be specified in such Supplemental Resolution.

EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS

Events of Default

If any one or more of the following Events of Default shall occur, it is an “event of default” under the Resolution:

- (1) failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;
- (2) failure to make the due and punctual payment of any installment of interest on any Bond or any Mandatory Redemption Amount, when and as such interest installment or any Mandatory Redemption Amount shall become due and payable;
- (3) failure by the University to perform or observe any other of the covenants, agreements, or conditions on its part in the Resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the University by the Trustee specifying such failure and requiring the same to be remedied;
- (4) a judgment for the payment of money shall be rendered against the University, and any such judgment shall not be discharged within one hundred twenty (120) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

(5) dissolution or liquidation of the University or the filing by the University of a voluntary petition in bankruptcy, or the commission by the University of any act of bankruptcy, or adjudication of the University as a bankrupt, or assignment by the University for the benefit of its creditors, or the entry by the University into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the University in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

(6) if an order or decree shall be entered, with the consent or acquiescence of the University, appointing a receiver or receivers of a Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the University, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof;

(7) any event of default specified in a Supplemental Resolution,

the Trustee (by thirty (30) days' written notice to the University), or the Registered Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding (by notice in writing to the University and the Trustee) may (subject to limitations imposed by bond insurers) declare the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in the Resolution or in the Bonds contained to the contrary notwithstanding.

Application of Funds and Moneys in Event of Default

A. If an Event of Default shall happen and shall not have been remedied, the University, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities, and funds then held by the University in any Fund under the Bond Resolution, and (ii) all Pledged Revenues as promptly as practicable after receipt thereof.

B. During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Pledged Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(1) To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Trustee;

(2) To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Trustee, to prevent deterioration of the Project or loss of Pledged Revenues therefrom. For this purpose the books or record and accounts of the University relating to the Project shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default;

(3) To the payment of the interest and principal or redemption price then due on the Bonds as indicated in the Resolution.

C. If and whenever all overdue installments of interest on the Bonds, together with the reasonable and proper charge, expenses and liabilities of the Trustee, and all other sums payable by the University under this Bond Resolution, including the principal and redemption price of and accrued unpaid interest on the Bonds which shall then be payable by declaration or otherwise, shall either be paid by the Trustee for the account of the University, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under this Bond Resolution shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the University and the Trustee shall be restored, respectively, to their former positions and rights under this Bond Resolution. No such restoration of the University and the Trustee in their former positions and rights shall extend to or affect any subsequent Events of Default under this Bond Resolution or impair any right consequent thereon.

Rights and Remedies of Registered Owners

A. No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to the Resolution, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds shall have made written request to the Trustee

(3) to institute proceedings in respect of such Event of Default in its own name as Trustee;

(4) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(5) the Trustee for sixty (60) days after its receipt of such notice, request, and offer of indemnity has failed to institute any such proceedings; and

(6) no direction inconsistent with such written request has been given to the Trustee during such sixty-day period by the Registered Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under the Resolution, except in the manner therein provided and for the equal and ratable benefit of all the Registered Owners of Bonds.

B. The Registered Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that:

(1) such direction shall not be in conflict with any rule of law or the Resolution,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Registered Owners not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

DEFEASANCE

Discharge of Indebtedness

A. If the University shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Bonds the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Bonds shall have been deemed to have been paid as provided in the Supplemental Resolution authorizing a series of Bonds, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the University to the Registered Owners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the University to be prepared and filed with the University and, upon the request of the University, shall execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the University all moneys or securities held by

it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Bonds.

B. Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section. All Outstanding Bonds of any series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest (if any) on said Bonds taxable under the Code, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal, or redemption price, as applicable and interest due and to become due if applicable on said Bonds.

APPENDIX C

STUDENT FEE AND TUITION SCHEDULE

The 2015-2016 fee schedule reflected an approximately 3.3 % overall increase to student fees from the 2014-2015 academic year, including an approximately 4.0% increase to Tuition. The 2015-2016 fee schedule reflects an approximately 4.7% overall increase to student fees from the 2014-2015 academic year, including an approximately 5.7% increase to Tuition.

The University bases the Estimated Annual Revenue to be collected from each of the fees on budgeting assumptions of the student fees approved for the current academic year (2015-2016 with the exception of fees from the summer session, which are based on the 2014-2015 fee schedule), and the number of full-time and part-time students for the previous academic year (2013-2014). The number of students obtained by dividing the Estimated Annual Revenue line items for full-time students on the fee schedules is less than the full-time equivalents and fall semester full-time enrollees for fall 2015 shown under the heading “THE UNIVERSITY—Five-Year Historical Enrollment Summary.” This is consistent with historic budgeting assumptions, including consideration of the University’s policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. The University’s estimates include certain assumptions concerning refunds, late fees and other variables in individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University’s best estimate of fee revenues.

As more fully discussed under the heading “THE UNIVERSITY—Five-Year Historical Enrollment Summary,” the University’s enrollment has remained relatively stable for the past three years. While the University is empowered to set fees and tuition, it cannot control the number of students enrolled in any year and continued, significant declines in enrollment could impact the ability of the University to collect sufficient Pledged Revenues to pay principal and interest on the Bonds. Pledged Fees are shown in bold on the following table.

Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time graduate fees are charged to graduate students taking nine or more credit hours. Part-time credit hour fees are charged to students taking fewer than full-time credit hours. For summer, the part-time credit hour fee is charged regardless of the number of credits.

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ACADEMIC YEAR 2015-2016

	Full-Time Fees		Part-Time Fees		Total Annual Estimated Revenue
	Fall and Spring	Annual Estimated Revenue	Rate Per Credit Hour Fall and Spring & Summer	Annual Estimated Revenue	
FACILITY FEES					
Student Facilities Fee	\$255.00	\$4,042,260	-	-	\$4,042,260
Campus Technology	83.40	1,322,057	\$6.15	\$276,000	1,604,957
GENERAL EDUCATION					
Tuition	2552.53	40,564,566	290.00	13,226,205	53,790,771
ACTIVITY FEES					
Intercollegiate Athletics	119.02	1,886,705	3.37	155,020	2,041,725
Student Health Center	64.51	1,022,613	5.46	251,160	1,273,773
Student Union	133.39	2,114,498	7.05	324,300	2,438,798
ASISU Activities	56.72	899,125	3.71	170,660	1,069,785
Student ID Card	5.36	84,967	0.84	38,640	123,607
Childcare Services	16.45	260,765	2.25	103,500	364,265
Gender Resource Center	5.16	81,796	0.85	39,100	120,896
Leadership and Counselor Training	3.04	48,190	0.65	29,900	78,090
Marching Band	7.20	114,134	0.90	41,400	155,534
Debate Team	4.95	78,467	-	-	78,467
Intramural/Recreation	45.75	725,229	4.79	220,340	945,569
Student Band/Choir	5.22	82,747	-	-	89,784
Student Support	7.26	115,086	0.77	35,420	150,506
Alumni Activities	2.45	38,837	-	-	38,837
Scholarships	16.73	265,204	-	-	265,204
Stadium Operations	-	-	10.00	460,000	460,000
Outreach Program	-	-	1.47	67,620	67,620
Wellness Program	4.72	74,821	0.74	34,040	108,861
CW HOG	<u>3.14</u>	<u>49,775</u>	<u>-</u>	<u>-</u>	<u>49,775</u>
Subtotal Activity Fees	<u>501.07</u>		<u>381.85</u>		
Subtotal Student Fees	3,392.00				
OTHER FEES/TUITION					
Graduate/Professional (Full Time)	4,060.00	1,135,276	62.00	384,390	1,519,666
In-Service Grad			131.00	862,200	862,200
Non-Resident Tuition	6,699.00	9,059,663	217.00	347,200	<u>9,406,863</u>
TOTAL ALL FEES					<u>\$81,147,816</u>
Total Estimated Pledged Revenues from Pledged Fees					<u>\$57,833,031</u>

APPENDIX D

**FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE YEARS ENDED JUNE 30, 2010 AND 2011
AND INDEPENDENT AUDITOR'S REPORT**

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2016 Bonds, Ballard Spahr LLP, Bond Counsel to the University, proposes to issue its opinion in substantially the following form:

We have acted as bond counsel to Idaho State University (the "University") in connection with the issuance by the University of its General Revenue Refunding Bonds, Series 2016 in the aggregate principal amount of \$ _____ (the "Series 2016 Bonds"). The Series 2016 Bonds are being issued pursuant to (i) Title 33, Chapter 38, and Section 57-504 of the Idaho Code, as amended; and (ii) a Resolution, adopted by the Board of Trustees of the University (the "Board") on September 17, 1992 and restated by the Board on August 12, 2004, as heretofore supplemented and amended and as further supplemented and amended by a supplemental resolution of the Board adopted on February 18, 2016 (collectively, the "Resolution"). The Series 2016 Bonds are being issued for the purpose of (i) refunding certain outstanding bonds of the University, and (ii) paying costs of issuance of the Series 2016 Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2016 Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing laws as follows:

5. The Resolution has been duly adopted by the Board and constitutes a valid and binding obligation of the University enforceable upon the University.

6. The Resolution creates a valid lien on the amounts pledged thereunder for the security of the Series 2016 Bonds.

7. The Series 2016 Bonds are valid and binding limited obligations of the University, payable solely from the Pledged Revenues and other amounts pledged therefor under the Resolution.

8. Interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016 Bonds, assuming the accuracy of the certifications of the Board and the University and continuing compliance by the Board and the University with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax ("AMT"); however, interest on Series 2016 Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.

9. Interest on the Series 2016 Bonds is exempt from State of Idaho income taxes.

In rendering our opinion, we wish to advise you that:

(a) The rights of the Owners of the Series 2016 Bonds and the enforceability thereof and of the Indenture may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(b) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Series 2016 Bonds; and

(c) Except as set forth above, we express no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Respectfully Submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY-ONLY SYSTEM

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Series 2016 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial

Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the University as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the University or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the University, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the University or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the University or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The University may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the University believes to be reliable, but the University takes no responsibility for the accuracy thereof.

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by Idaho State University (the “Issuer”), in connection with the issuance by the Issuer of its \$_____ General Revenue Refunding Bonds, Series 2016 (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the Issuer on September 17, 1992, as supplemented, amended and restated, and a Supplemental Resolution adopted February 18, 2016 (collectively, the “Resolution”), which provides for the issuance of the Bonds and names U.S. Bank National Association, as trustee (the “Trustee”).

The Issuer hereby acknowledges that it is an “obligated person” within the meaning of the hereinafter defined Rule and the only “obligated person” with respect to the Bonds. In connection with the aforementioned transactions, the Issuer and the Trustee covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Trustee for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

Section 2. Definitions. In addition to the definitions set forth in the Resolution or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report of the Issuer” means the Annual Report of the Issuer provided by the Issuer pursuant to, and as described in Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

“EMMA” means the MSRB’s Electronic Municipal Market Access System (“EMMA”) at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the Securities Exchange Commission from time to time pursuant to Rule 15c2-12.

“Listed Events” shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1900 Duke Street, Suite 600, Alexandria, Virginia 22314; Telephone (703) 797-6600; Fax (703) 797-6700; and the Internet address of which is www.msrb.org.

“Official Statement” shall mean the Official Statement of the Issuer dated _____, 2016, relating to the Bonds.

“Participating Underwriter” shall mean each broker, dealer, or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Issuer shall prepare an Annual Report of the Issuer and shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of each fiscal year of the Issuer (presently June 30), commencing with the fiscal year ended June 30, 2016, provide to the MSRB, the Annual Report of the Issuer which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report of the Issuer to the Dissemination Agent. In each case, the Annual Report of the Issuer may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(f).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report of the Issuer to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the Issuer, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the Issuer has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the Issuer, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the Issuer, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the Issuer shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the Issuer's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the Issuer and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the Issuer of the type contained in "SECURITY FOR THE SERIES 2016 BONDS," "HISTORICAL PLEDGED REVENUES AND DEBT SERVICE," "THE UNIVERSITY—Five Year Historical Enrollment Summary" "SOURCES OF FUNDING FOR THE UNIVERSITY," and "APPENDIX C—STUDENT FEE AND TUITION SCHEDULE" and, in the event the Bonds are called, the financial data contained in "DEBT SERVICE SCHEDULE" of the Issuer's Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including Official Statements of debt issues of the Issuer, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the MSRB. The Issuer, as appropriate, shall clearly identify each such other document so incorporated by the reference.

The Issuer hereby covenants that it will disseminate, or cause to be disseminated, its Annual Reports to the MSRB in such manner and format and accompanied by identifying information as prescribed by the MSRB or the

Securities Exchange Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the Listed Event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the security;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;¹ or
- (ix) Rating changes.

(b) Pursuant to the provisions of this Section 5(b), the Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

¹ For the purposes of the event identified in paragraph (a)(viii) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Bonds;
- (v) Bond calls; or
- (vi) Release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the Issuer determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

The Issuer hereby covenants that it will disseminate, or cause to be disseminated, its Listed Events information to the MSRB in a timely manner (not in excess of ten (10) Business Days after occurrence of the Listed Event) to the MSRB in such manner as prescribed by the MSRB or the Securities Exchange Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Issuer hereby appoints the Trustee as Dissemination Agent under this Disclosure Agreement.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Bonds, or the type of business conducted;
- (b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report of the Issuer, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an "event of default" under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2016.

IDAHO STATE UNIVERSITY

By: _____
Vice President for Finance and Administration

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: _____

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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, entered into as of March 1, 2016 (the “Agreement”), between Idaho State University (the “Issuer”), and U.S. Bank National Association, as escrow agent (the “Escrow Agent”),

WITNESSETH:

WHEREAS, the Issuer has been duly created and validly exists as an institution of higher education of the State of Idaho organized under the laws of the State of Idaho; and

WHEREAS, the Escrow Agent is a national banking association organized and existing under the laws of the United States; and

WHEREAS, the Issuer has previously issued its (i) General Revenue Bonds, Series 2004B (the “Series 2004B Bonds”) and its (ii) General Revenue Bonds, Series 2007 (the “Series 2007 Bonds”); and

WHEREAS, the Issuer desires to redeem all of the outstanding Series 2004B Bonds (the “Series 2004B Refunded Bonds”) on April __, 2016 (the “Series 2004B Refunded Bonds Redemption Date”); and

WHEREAS, the Issuer desires to refund certain of the outstanding Series 2007 Bonds as described below (the “Series 2007 Refunded Bonds”) and to redeem the Series 2007 Refunded Bonds on April 1, 2017 (the “Series 2007 Refunded Bonds Redemption Date”):

Maturity (<u>April 1</u>)	<u>Principal</u>	Interest <u>Rate</u>
2021	\$3,000,000	5.000%
2027	5,695,000	4.500
2032	1,960,000	4.625

; and

WHEREAS, the Issuer has determined to refund the Series 2004B Refunded Bonds and the Series 2007 Refunded Bonds (collectively, the “Refunded Bonds”) by issuing \$_____ aggregate principal amount of its General Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) to be issued pursuant to a Resolution adopted by the Issuer on September 17, 1992, as amended and restated on August 12, 2004, and as supplemented by a Supplemental Resolution of the Issuer adopted on February 18, 2016 (collectively, the “Resolution”); and

WHEREAS, the refunding of the Refunded Bonds will be accomplished by causing to be deposited with the Escrow Agent proceeds of the Series 2016 Bonds in the amount of \$_____, and Issuer funds in the amount of \$_____ which together, along with earnings thereon, are sufficient to pay when due, the principal of and interest on all of: (i) the Series 2004B Refunded Bonds through the redemption thereof on the Series

2004B Refunded Bonds Redemption Date and (ii) the Series 2007 Refunded Bonds through the redemption thereof on the Series 2007 Refunded Bonds Redemption Date; and

WHEREAS, the Issuer and the Escrow Agent, acting in its capacity as escrow agent, desire to enter into this Agreement to provide for the taking of certain actions so as to accomplish the refunding of the Refunded Bonds;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Section 1. The Escrow Agent hereby accepts the Escrow Fund (hereinafter described) created hereunder and acknowledges receipt from the Issuer of the sum of \$_____ from proceeds of the Series 2016 Bonds and \$_____ of Issuer funds, \$_____ of which shall be used to purchase obligations of the United States of America—State and Local Government Series (the “Government Obligations,” described in Exhibit A hereto) and the remaining \$_____ to be deposited as a cash deposit. The Government Obligations and cash shall be deposited in the Escrow Fund hereinafter defined, in accordance with the terms of the Resolution.

Section 2. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the “Idaho State University General Revenue Refunding Bonds, Series 2016, Escrow Fund” (the “Escrow Fund”) to be held by the Escrow Agent, acting as escrow agent, as a trust fund for the benefit of the holders of the Refunded Bonds. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Issuer or the Escrow Agent.

Section 3. All costs and expenses related to the issuance of the Series 2016 Bonds and the refunding of the Refunded Bonds shall be paid by the Issuer as provided in the Resolution.

Section 4. The Escrow Agent, acting in its capacity as escrow agent, agrees that the total Government Obligations and cash will be held in trust for the holders of the Refunded Bonds and irrevocably agrees to apply the amounts derived therefrom to the payment of the principal, premium, if any, and interest requirements on the Refunded Bonds through their final maturities or prior redemption dates.

Section 5.

(a) The Escrow Agent agrees to transfer funds to the paying agent(s) of the Refunded Bonds to pay principal of and interest on the Refunded Bonds as aforesaid notwithstanding any failure by the Issuer to pay when due any further fees or expenses of the Escrow Agent or any Paying Agent relating to the Refunded Bonds. It is expressly understood that any such fees or expenses incurred by the Escrow Agent acting as escrow agent will be reimbursed by the Issuer as provided in this Section 5 and in Section 11 hereof.

(b) The Issuer agrees to pay to the Escrow Agent upon the execution and delivery of this Agreement such amounts as may be necessary to pay the fees and expenses of the Escrow Agent acting as escrow agent.

Section 6. Except as provided in Section 7 hereof, the Escrow Agent shall not have power or duty to invest any funds held under this Agreement or to sell, transfer, or otherwise dispose of or make substitutions of the Government Obligations.

Section 7.

(a) This Agreement may be amended or supplemented, the Government Obligations or any portion thereof or proceeds thereof sold, redeemed, invested, or reinvested, or proceeds thereof disbursed, in any manner (any such amendment, supplement, or direction to sell, redeem, invest, or disburse to be referred to as a “Subsequent Action”), upon submission to the Escrow Agent of each of the following:

(i) A certified copy of the proceedings of the Issuer authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the Issuer.

(ii) An opinion of bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action will not cause the interest on the Series 2016 Bonds or Refunded Bonds to become taxable under the laws of the United States of America providing for taxation of income nor violate the covenants of the Issuer nor to cause the Series 2016 Bonds or the Refunded Bonds to become “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Series 2016 Bonds or the Refunded Bonds.

(iii) An independent report to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct full faith and credit obligations of the United States of America, not callable or redeemable at the option of the issuer thereof), available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal of and interest on the Refunded Bonds after the taking of the Subsequent Action.

(b) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties, and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

(c) Except as provided in Paragraph (a) hereof, all of the rights, powers, duties, and obligations of the Issuer hereunder shall be irrevocable and shall not be subject to amendment by the Issuer and shall be binding on any successor to the

officials now comprising the members of the Issuer during the term of this Agreement.

Section 8. The Issuer hereby irrevocably instructs the Escrow Agent to direct the paying agent for the Series 2007 Refunded Bonds to mail a notice in substantially the form attached hereto as Exhibit B, to the holders of the Series 2007 Refunded Bonds, the Municipal Securities Rulemaking Board (electronically), (“MSRB”) and the Bond Insurer for the Refunded Bonds, as applicable, that provisions for the retirement of all of the 2007 Refunded Bonds have been made as provided in this Agreement. Such notice shall be mailed by said paying agent as required and in accordance with the provisions of the proceedings which authorized the issuance of the Series 2007 Refunded Bonds as soon as practicable after the execution and delivery hereof.

Section 9. The Issuer hereby irrevocably elects that the Refunded Bonds be called for redemption on their respective Redemption Dates, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date of redemption.

The Issuer hereby irrevocably directs the Escrow Agent to instruct the paying agent for the Refunded Bonds on behalf of the Issuer, to mail notice of redemption of the Refunded Bonds as provided in the Resolution to the requested Owners of the Refunded Bonds and the Bond Insurer for the Refunded Bonds and to electronically post it to the MSRB. All moneys on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the paying agent of the Refunded Bonds to effectuate such redemption. Thereafter, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Issuer. The Escrow Agent shall not invest or reinvest any of the funds or securities so transferred.

The notice of redemption shall be substantially the form set forth as Exhibit C hereto.

Section 10. The Escrow Fund created hereby shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all amounts representing principal and all amounts representing interest on the Government Obligations in the Escrow Fund until used and applied in accordance herewith.

Section 11.

(a) The Escrow Agent shall be compensated for its reasonable fees, expenses, and disbursements, including legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Issuer for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim for any such payment under the Resolution, and that it has no lien on the moneys in the Escrow Fund for any such payment.

(b) The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person purporting to give any notice

or receipt of advice or make any statements in connection with the provisions hereof has been duly authorized to do so.

(c) The Escrow Agent may act relative hereto in reliance upon advice of nationally recognized bond counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) The Escrow Agent may resign and be discharged of its duties hereunder provided that: (i) it has given thirty (30) days written notice to the Issuer of such resignation; (ii) the Issuer has appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent and the Issuer have received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (iv) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, Government Obligations, moneys and investments held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) above. Upon receipt by the Issuer of the written notice described in clause (i) above, the Issuer shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

(e) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event, the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within sixty (60) days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Idaho, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$25,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the

Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers, and duties.

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor Escrow Agent if: (i) the requirements of this Section 11(e) are satisfied; (ii) the successor Escrow Agent has assumed all the obligations of the Escrow Agent under this Agreement; and (iii) all of the Government Obligations and money held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor Escrow Agent.

Section 12. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Government Obligations and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Government Obligations to make timely payment thereon, except for the obligation to notify the Issuer promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Series 2016 Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect, or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If,

however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its gross negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 13. This Agreement shall terminate when the principal of and interest and redemption premium, if any, on all Refunded Bonds has been paid; provided, that moneys held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Refunded Bonds which remain unclaimed for four (4) years after the date when all of the Refunded Bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the Issuer, be repaid by the Escrow Agent to the Issuer as its absolute property and free from the trust created by this Agreement. After the redemption of the final Refunded Bonds on April 1, 2017, any remaining funds shall be remitted to the Issuer by the Escrow Agent. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto.

Section 14. Except as otherwise provided in Section 7 hereof, this Agreement shall not be repealed, revoked, rescinded, altered, amended, or supplemented in whole or in part without (i) the written consent of the holders of one hundred percent (100%) in principal amount of the unpaid Refunded Bonds at the time such action is made, and (ii) the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to the holders of the unpaid Refunded Bonds enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 14, including the extent, if any, to which any change, modification, addition, or elimination affects the rights of such holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions or provisions of this Section 14.

Section 15. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

IDAHO STATE UNIVERSITY

By: _____
Vice President for Finance and
Administration and Bursar

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

GOVERNMENT OBLIGATIONS

Principal Amount

Interest Rate

Maturity Date

EXHIBIT B

FORM OF NOTICE OF REFUNDING

IDAHO STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007

Maturing as follows:

Maturity Date (_____)	<u>Principal Amount</u>	<u>Interest Rate</u>
--------------------------	-------------------------	----------------------

NOTICE IS HEREBY GIVEN that for the payment of the principal and premium, if any, and the interest on the outstanding bonds of the above-designated series and maturity date and amounts (the "Bonds"), there have been deposited in escrow with U.S. Bank National Association (the "Escrow Agent"), moneys which, except to the extent maintained in cash, have been invested in United States Treasury Obligations which are direct obligations of the United States of America. The projected principal payments to be received from such Treasury Obligations and the projected interest income therefrom and such cash have been calculated to be sufficient to pay the interest requirements on the Bonds when due through and including the prior redemption date of the Bonds on April 1, 2017 (the "Redemption Date"), the date on which Idaho State University (the "Issuer") has elected to redeem the Bonds then outstanding at a redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date.

In accordance with the terms of a Resolution adopted by the Issuer on September 17, 1992, as amended and restated on August 12, 2004, and as supplemented by a Supplemental Resolution of the Issuer adopted on August 9, 2007, pursuant to which the Bonds were issued, the Bonds are deemed to have been paid.

DATED this _____, 2016.

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____

Its: _____

EXHIBIT C

NOTICE OF REDEMPTION

IDAHO STATE UNIVERSITY
[GENERAL REVENUE BONDS, SERIES 2004B]
[GENERAL REVENUE BONDS, SERIES 2007]

Mailing Date: _____, 20__

CUSIP NO. _____

Notice is hereby given that pursuant to a Resolution adopted by Idaho State University (the "Issuer") on September 17, 1992, as amended and restated on August 12, 2004, and as supplemented by a Supplemental Resolution of the Issuer adopted on February 18, 2016, the Issuer has called and does hereby call for redemption on _____ (the "date fixed for redemption"), its _____, maturing on the dates and in the amounts shown below (the "Bonds"), at the redemption price of one hundred percent (100%) of the principal amount thereof, plus accrued interest on the Bonds to the date fixed for redemption.

The Bonds to be redeemed were originally scheduled to mature on the dates and in the amounts, and bear interest at the rates as follows:

Maturity Date (_____)	<u>Principal Amount</u>	<u>Interest Rate</u>
--------------------------	-------------------------	----------------------

The principal amount of each Bond shall be paid on or after the date fixed for redemption upon surrender of such Bond as set forth below.

Payment of interest on any Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to such registered owner at such owner's address as it appears in the registration books of the Issuer.

Bonds shall be surrendered to the Paying Agent, at the following address:

If surrendered by mail: _____

If surrendered by hand: _____

Notice is further given that (i) the Issuer has caused to be deposited in escrow with U.S. Bank National Association, as escrow agent, certain moneys and U.S. Treasury Securities, the maturing principal amount of which and interest on such obligations are sufficient along with such moneys to pay the redemption price of the Bonds, and (ii) on the date fixed for redemption the redemption price will become due and payable upon the Bonds and the Bonds shall cease to bear interest from and after the date fixed for redemption.

Under the Interest and Dividend Tax Compliance Act of 1983, the Trustee may be required to withhold a specified percentage of any gross payments made to certain owners who fail to provide the Trustee with, and certify under penalties of perjury, a correct taxpayer identification number (employer identification number or Social Security number, as appropriate) or an exemption certificate on or before the date the Bonds are presented for payment. Each Bondholder should provide the appropriate certification when presenting Bonds for payment, unless the appropriate certificate has previously been provided.

Given by order of the Issuer this _____ day of _____.

_____, as Paying Agent

By: _____

Title: _____

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BOND PURCHASE AGREEMENT

Idaho State University

General Revenue Refunding Bonds, Series 2016

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BOND PURCHASE AGREEMENT

1. Parties and Relevant Dates

Issuer: Idaho State University

Underwriter: Piper Jaffray & Co.

Securities: \$[] General Revenue Refunding Bonds, Series 2016

Acceptance Deadline: _____, 2016, __: __] a.m./p.m.(Mountain Time).

Closing Date: March 24, 2016 [TBD]

2. Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Resolution or the Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Accountants: Moss Adams LLP, Eugene, Oregon the public accountants for the Issuer and/or any entity whose audited financial statements are included in the Preliminary Official Statement and the Official Statement.

Act: Educational Institutions Act of 1935, Chapter 38, Title 33 Idaho Code, together with Section 57-504 of the Idaho Code, as amended.

Agreement: This Bond Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

Authorizing Resolution: The Resolution adopted by the Issuer’s Board of Trustee’s on [include the general resolution, as restated] and as supplemented by Resolution adopted on February 18, 2016, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

Bond Counsel: Ballard Spahr LLP, Salt Lake City, Utah.

Bond Insurer: The insurer of the Policy, if any, identified in the Agreement and Acceptance.

Closing Date: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12

(which may be a separate document or may be included in the Authorizing Resolution or another Issuer Document).

Creditors' Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

Disclosure Counsel: Ballard Spahr LLP, Salt Lake City, Utah.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.[need to limit the time on this and give notice to ISU]

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 8(a)(viii), and the opinions of Issuer's Counsel required pursuant to Section 12, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) any information provided by the Bond Insurer or Support Facility Provider, if any, expressly for use in the Official Statement, and (iii) the section captioned "Underwriting" if provided in writing by the Underwriter.

Issuer: Idaho State University.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Resolution,
- (iii) other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including any trust indenture, loan agreement, security instrument, remarketing agreement and any agreement with the Bond Insurer or Support Facility Provider, if any, as set forth below:

[none?]

MSRB: Municipal Securities Rulemaking Board.

Policy: A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of principal of and interest on the Securities (or certain specified series or maturities), as identified in the Agreement and Acceptance.

Preliminary Official Statement: Preliminary Official Statement dated February ____, 2016, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

Purchase Price: The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

Securities Act: The Securities Act of 1933, as amended.

State: Idaho.

Support Facility: A third-party credit enhancement or liquidity facility (other than a Policy), if any, provided by the Support Facility Provider, supporting payments with respect to the Securities (or certain specified series), as identified in this Agreement.

Support Facility Provider: The provider of the Support Facility, if any, identified in this Agreement.

Trustee: U.S. Bank National Association acting as trustee and paying agent for the Securities.

Trust Estate: The Pledged Revenues (as defined in the Authorizing Resolution) and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Issuer Documents.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

Underwriter: Piper Jaffray & Co., Boise, Idaho.

Underwriter's Counsel: Kutak Rock LLP, Spokane, Washington.

3. Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Bond Purchase Agreement (the “*Agreement*”), to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

4. Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as described in the Official Statement, the Authorizing Resolution and the Issuer Documents. The Underwriter’s agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer’s representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of Piper Jaffray & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Jaffray & Co. and that Piper Jaffray & Co. has financial and other interests that differ from those of the Issuer; (ii) Piper Jaffray & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Jaffray & Co. has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations Piper Jaffray & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

5. Purchase Price

The Purchase Price of the Securities is \$ _____ (representing the principal amount of the Securities, less an Underwriter’s discount of \$ _____, and plus an original issue premium of \$ _____), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds or as otherwise agreed by the Issuer and the Underwriter.

6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Securities without any requirement of prior notice, and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

7. Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Official Statement in connection with the public offering and sale of the Securities by the Underwriter. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12.

- (a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.[do they need printed books?]
- (b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (c) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact

necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

8. Representations and Warranties

- (a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Authorizing Resolution, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Resolution, the Issuer Documents and the Official Statement.
 - (ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Resolution, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Resolution and the Issuer Documents.
 - (iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Resolution and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.
 - (iv) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and

binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.

- (v) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vi) The adoption, execution and delivery of the Securities, the Authorizing Resolution and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Resolution and the Issuer Documents.
- (vii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Resolution, the Issuer Documents and the Securities have been duly obtained or will be obtained by the Issuer prior to the Closing.
- (viii) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact

necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

- (ix) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer, except as noted in the POS/OS.
- (x) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Resolution or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable State income tax, in each case as described in the Official Statement.
- (xi) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Trust Estate and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xii) If required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

- (xiii) The Authorizing Resolution, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.
- (xiv) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Authorizing Resolution and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.
- (xv) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

- (i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the the Issuer Documents.
- (ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.
- (iii) Unless the Securities are being issued as taxable Securities, the Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable Sstate income tax, of the interest on the Securities.

(c) Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

- (ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.
- (iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

9. Third-Party Credit Enhancement or Support

No Policy or Support Facility will be provided with respect to the Securities.

10. Ratings

The following ratings on the Securities shall be in effect on the Closing Date:

- (a) Moody's:

11. Closing

- (a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be Salt Lake City, Utah.
- (b) At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Trustee or Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Trustee or Paying Agent, together with the other documents identified in Section 12. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriter is to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriter in immediately available funds on the Closing Date.
- (c) Delivery of the definitive Securities shall be made through the facilities of DTC's book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede &

Co., as nominee of DTC, which will act as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC's FAST delivery system.

12. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

- (a) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date in substantially the form included as an appendix to the Official Statement, [covered by the reference to OS]; [moved to below] and.
- (b) The opinion of Issuer's Counsel, if any, addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that: [here is what they have said in the past]
 - (i)
 - (ii) 1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement.
 - (iii) 2. The meeting of the Board on February 18, 2016, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the Bonds, were legally and validly taken.
 - (iv) 3. The adoption of the Resolution by the Board, the execution and delivery of the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

- (v) 4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions, “INTRODUCTION–Idaho State University,” “SECURITY FOR THE SERIES 2012 BONDS,” “HISTORICAL PLEDGED REVENUES AND DEBT SERVICE,” “THE UNIVERSITY,” “SOURCES OF FUNDING FOR THE UNIVERSITY,” “UNIVERSITY GOVERNANCE AND ADMINISTRATION,” “LITIGATION,” and “APPENDIX C—STUDENT FEE AND TUITION TABLE” are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.
- (vi) 5. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending which (i) questions the existence or powers of the Board or the University or the title to office of any present official of the Board or the University; (ii) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds or the execution and delivery of the Purchase Agreement, the Escrow Agreement, or the Continuing Disclosure Agreement; (iii) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of the revenues and other funds and accounts under the Resolution; (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (v) contests any authority for the issuance of the Bonds, and the adoption of the Resolution, or the execution and delivery of the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement, or the validity of any proceedings taken by the University in connection with the issuance or sale of the Bonds.
- (c) The opinion of Underwriter’s Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that: (A) the Securities are exempt from registration under the Securities Act and the Authorizing Resolution and any related trust indenture are exempt from qualification under the Trust Indenture Act and (B) the Continuing Disclosure Undertaking meets the requirements of Rule 15c2-12. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of

its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement as of its date and the Official Statement respecting the Bond Insurer, if any, the Support Facility Provider, if any, or DTC.

- (d) The opinion of Disclosure Counsel, if any, addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that the descriptions of the Securities and the Authorizing Resolution in the official statement are true and correct in all material respects (or a substantially similar statement); and (v) the securities are exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”); and the Authorizing Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such opinion, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data or as to the Excluded Sections of the Preliminary Statement as of its date and the Official Statement [reserve to be specific here on excluded sections].
- (e) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
- (i) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;
 - (ii) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;
 - (iii) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
 - (iv) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain

or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.

- (f) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
- (g) A certificate of an officer of the Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that the Issuer Documents and other financing or operative documents relating to the Securities to which the Trustee is a party have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Issuer and the other parties thereto, constitute valid and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, and the Securities have been authenticated in accordance with the Authorizing Resolution and the Issuer Documents by a duly authorized officer or signatory of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Underwriter and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Securities, the Issuer Documents to which the Trustee is a party, and all other financing or operative documents relating to the Securities to be signed by the Trustee.
- (h) A tax certificate or tax regulatory agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Securities and of any other funds of the Issuer expected to be used to pay debt service on the Securities and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.
- (i) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.
- (j) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.
- (k) True and complete copies of all opinions, certificates and other documents delivered to the Trustee under the Authorizing Resolution and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form

and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

13. Issue Price Certificate

Upon request of Bond Counsel, the Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate pursuant to this Section, Section 6 and Section 12, in form and substance reasonably satisfactory to the Issuer, Bond Counsel and the Underwriter.

14. Accountants' Letter

No Accountants' letters will be delivered in connection with issuance of the Securities.

15. Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

- (a) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:
 - (i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities, provided that this paragraph (a) (i) shall not apply if the Securities are being issued as taxable Securities; or

- (ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or
- (iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or
- (iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or
- (v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or
- (vi) any rating on:
 - (A) securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Securities or
 - (B) if the Securities (or any portion thereof) are insured by a Policy or supported by a Support Facility, the Bond Insurer or the Support Facility Provider is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency (including any rating to be accorded the Securities); or
- (b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or

marketability of the Securities or the ability of the Underwriters to enforce contracts for the sale of the Securities; or

- (c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriters, all obligations of the Issuer and the Underwriters under this Agreement shall terminate, without further liability, except that: the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 17 of the this Agreement.

16. Payment of Expenses

- (a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Trustee under the Authorizing Resolution and the Issuer Documents to pay from the proceeds of the Securities (to the extent permitted under applicable law) or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Disclosure Counsel, if any; the fees and expenses of the Issuer's financial advisors, accountants, any verification consultant and all other consultants; the fees and disbursements of any Trustee, any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the

preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Resolution, any Issuer Document or any other instrument; the fees associated with Continuing Disclosure Undertaking; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

- (b) The Underwriter shall pay the costs of qualifying the Securities for sale in the various states chosen by the Underwriter and all advertising expenses in connection with the public offering of the Securities.

17. Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer at the address shown above, Attention: James Fletcher, Vice President for Finance and Administration, Idaho State University, 921 South 8th Avenue, Stop 8219, Pocatello, Idaho 83209, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, Attention: Eric Heringer, Piper Jaffray, 101 South Capitol Blvd., Suite 603, Boise, Idaho, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

18. Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

19. Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term “successor” shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreement agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

20. Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

21. Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

[Remainder of this page intentionally left blank.]

ACCEPTED AND AGREED:

ISSUER: IDAHO STATE UNIVERSITY

By: _____

Name: _____ Fill in Jim's name and

Title _____

Title: _____

Effective Date and Time of Formal Award:

[_____ , 20 _____ , : _____] a.m./p.m. ([_____ time]).

PIPER JAFFRAY & CO.

By: _____

Name: Eric Heringer

Title: Managing Director

Schedule I
Terms of the Securities

<u>Principal Amount</u>	<u>Maturity ()</u>	<u>Interest Rate</u>	<u>Offering Price or Yield</u>
-----------------------------	-------------------------	--------------------------	----------------------------------------

Mandatory Sinking Fund Schedule:

Securities Maturing on _____, _____:

<u>Date ()</u>	<u>Principal Amount</u>
---------------------	-----------------------------

Securities Maturing on _____, _____:

<u>Date ()</u>	<u>Principal Amount</u>
---------------------	-----------------------------

Optional Redemption:



CREDIT OPINION

12 February 2016

New Issue

Contacts

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Idaho State University, ID

New Issue - Moody's assigns A1 to Idaho State University's Series 2016; outlook stable

Summary Rating Rationale

Moody's Investors Service has assigned an A1 rating to Idaho State University's Series 2016 bonds. The rating favorably incorporates the university's consistently healthy operating performance, solid financial resource coverage of debt and operations, and strong coverage of pledged revenue to debt service. These strengths are countered by softening enrollment, high reliance on government appropriations given historic funding fluctuation and weak state capital support, and limited ability to increase tuition revenue with a challenging student market and the state's emphasis on affordability.

Credit Strengths

- » Strong operating performance, with FY 2015 operating cash flow margin of 17%, providing six times debt service coverage
- » Solid unrestricted monthly liquidity, with 231 monthly days cash on hand compared to a FY 2014 median of 139 days for A1-rated peers
- » Good spendable cash and investment coverage of debt and operations, at 2.6 times and 0.7 times
- » Designation as Idaho's lead institution in health professions and medical education

Credit Challenges

- » Challenging student market and softening enrollment, evidenced by decreasing full-time equivalent enrollment and weakening selectivity and matriculation
- » High reliance on fluctuating government support, at 36% relative to the FY 2014 median for A1-rated peers of 23%
- » Limited state support for capital, leading to high deferred maintenance of estimated \$350 million

Rating Outlook

The stable outlook reflects expectations of continued strong operating performance and resource growth as well as generally stable enrollment.

Factors that Could Lead to an Upgrade

- » Extended growth of financial resources
- » Stable to growing enrollment, including improved matriculation
- » Increased philanthropic support and research funding to broaden revenue diversity

Factors that Could Lead to a Downgrade

- » Weakened student demand resulting in flat to declining net tuition revenue
- » Significant deterioration in operations or reduction in state support without ability to increase other revenue

Key Indicators

Exhibit 1

IDAHO STATE UNIVERSITY, ID					
	2011	2012	2013	2014	2015
Total FTE Enrollment	10,725	11,186	10,715	10,857	10,481
Operating Revenue (\$000)	215,313	217,752	225,058	230,245	247,556
Annual Change in Operating Revenue (%)	5.0	1.1	3.4	2.3	7.5
Total Cash & Investments (\$000)	120,552	133,115	147,912	176,718	187,562
Total Debt (\$000)	76,161	71,639	66,093	61,301	56,327
Spendable Cash & Investments to Total Debt (x)	1.2	1.4	1.7	2.3	2.6
Spendable Cash & Investments to Operating Expenses (x)	0.5	0.5	0.6	0.7	0.7
Monthly Days Cash on Hand (x)	153	171	190	232	231
Operating Cash Flow Margin (%)	16.8	12.8	13.8	15.9	17.3
Total Debt to Cash Flow (x)	2.1	2.6	2.1	1.7	1.3

Source: Moody's Investors Service

Recent Developments

The current plan of finance will current refund Series 2004B bonds and advance refund Series 2007 bonds to achieve economic savings. The refunding will achieve uniform annual savings on a matched maturity basis.

Detailed Rating Considerations

Market Profile: Stable Position and Slowing Net Tuition Revenue Growth in Competitive Environment

While the university will maintain its stable market position and continue to strengthen its emphasis on health professions and STEM disciplines as Idaho's lead institution in health professions and medical education, the market environment will remain pressured. ISU competes for students with four-year universities in Idaho and surrounding states as well as with community colleges.

The challenging market is evidenced by continued softening in total full-time enrollment, down approximately 6% from a peak of over 11,000 students in fall 2012, and weakened selectivity and matriculation, at 98% and 54%, respectively, for fall 2015. This slowed growth aligns with industry trends, as non-traditional and community college enrollment is countercyclical to the economic environment, increasing as the economy struggles and tightening as job prospects improve. Countering these trends, ISU has successfully increased its non-resident market share of students, jumping from 7% in fall 2010 to a high of 26% in fall 2014 before a decline to a still-solid 19% in fall 2015.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody.com for the most updated credit rating action information and rating history.

While ISU will continue to grow net tuition revenue despite recent volatility in freshmen enrollment and a challenging student market, future growth will be muted given the state's challenging goals of increasing degree achievement while keeping tuition increases low or flat. Net tuition per student increased a solid 8% in FY 2015 and 12% in FY 2014 after slowed performance of 0.3% in FY 2013. Fall 2015's tuition increase of just 3.3% was the lowest in 27 years, and pricing remains competitive with peer institutions.

Operating Performance: Consistent Strong Operating Margins Underpin A1 Rating

Consistently strong operating performance anchors ISU at the A1 rating and will continue given the university's focus on conservative budgeting and resource growth. Fiscal year 2015's 17% operating cash flow margin was strong relative to the FY 2014 median of 12% for A1-rated peers and provided solid coverage of debt service at 6.2 times.

ISU's implementation of performance-based budgeting beginning in FY 2018 will contribute to positive operating results through expense management, strategic allocation of resources, and aggressive paydown of debt. Half of current debt will be paid off in 2021.

An improved state funding environment will also contribute to solid margins, though increased support for operations remains lower than historic highs. Current state budget proposals for FY 2017 indicate a potential increase in support for Idaho's public schools, including potential increases for higher education well above inflation.

With 80% of revenue from student charges and state support, broadened revenue diversity through increased research funding and philanthropic support, which is not a significant contributor to revenue for ISU, would be credit positive.

Wealth and Liquidity: Solid Financial Resource Growth Countered by High Deferred Maintenance

Sustained operating surpluses will continue to build spendable cash and investments, which have grown 64% since FY 2011 to \$149 million for FY 2015. However, financial resource growth is at the expense of investment in plant. ISU estimates that it has over \$350 million in deferred maintenance, and age of plant has climbed to over 15 years in FY 2015 from 13 years in FY 2011. ISU will make modest capital investment of approximately \$20 million in FYs 2016 and 2017, with \$13 million coming from its own resources. State capital support remains weak, contributing just \$7 million over the same period, though a proposed increase may improve capital support.

The university has no plans for additional debt at this time and is focused on growing resources, continued capital investment, and decreasing debt.

LIQUIDITY

Liquidity is good for the rating category, with unrestricted monthly liquidity of \$131 million at the end of FY 2015, providing 231 monthly days of cash on hand.

Leverage: Low Debt with Very Strong Covenant Coverage

ISU has low debt relative to peers, with debt to operating revenue of 0.2 times, compared to 0.7 times for A1-rated peers. The university's leverage position will continue to improve with aggressive debt paydown.

DEBT STRUCTURE

All rated parity debt is fixed-rate. The unrated variable rate debt, backed by a letter of credit, at ISU's component foundation comprises 11% of total debt. The university has covenanted that pledged revenues available for debt service will equal 110% of annual debt service on a year by year basis. As of FYE 2015, ISU had very generous headroom over this covenant, at 1031%.

DEBT-RELATED DERIVATIVES

There are no debt-related derivatives.

PENSIONS AND OPEB

The university's contributions to a defined contribution retirement plan, a cost-sharing multiple-employer defined benefit pension plan, and a post-retirement health benefit plan (OPEB) remain manageable within the scope of its operations (combined 5% of total expenses in FY 2015), but are expected to continue to grow in the next few years.

From a balance sheet perspective, ISU's three-year Moody's Adjusted Net Pension Liability is substantial at \$62 million (FYs 2013 - 2015), but manageable given the university's resource growth, declining debt levels and a fairly strong adjusted funded ratio of

69%. For FY 2015, the university also had a small OPEB liability of \$8.3 million. The post-retirement health benefit plan is closed to employees hired after June 30, 2009, limiting the long-term growth of this obligation.

Governance and Management: Prudent Fiscal and Operational Management Yield Consistent Solid Performance

ISU demonstrates conservative budgeting and operational management, which will continue to yield solid operating performance. Leadership is proactive in supporting student needs resulting from economic and cultural changes, such as addressing cultural shifts resulting from increased international enrollment and financial pressures facing upperclassmen.

Legal Security

The Series 2004A, 2004B, 2004C, 2006, 2007, 2012, 2013 and anticipated 2016 bonds (which will refund the 2004B bonds and the Series 2007 bonds with maturities beyond 2017) are secured by pledged revenues, comprised of tuition and student facilities fees (totaling \$56.8 million in FY 2015) as well as revenues of the student housing system (\$6.3 million in FY 2015) and lease payments from the Center for Advanced Energy Studies (CAES) at the Idaho Falls location (\$0.85 million in FY 2015).

Use of Proceeds

Proceeds will be used to refund the Series 2004B bonds and Series 2007 bonds with maturities beyond 2017 and to pay costs of issuance.

Obligor Profile

Idaho State University is a public teaching institution with approximately 10,500 full-time equivalent students in fall 2015 and operating revenue of \$248 million for FY 2015. The main campus is located in Pocatello, Idaho, with additional locations in Meridian, Idaho Falls, and Twin Falls. The university is Idaho's designated lead institution in health professions and medical education.

Methodology

The principal methodology used in this rating was Global Higher Education published in November 2015. Please see the Ratings Methodologies page on www.moody's.com for a copy of this methodology.

Ratings

Exhibit 3

IDAHO STATE UNIVERSITY, ID

Issue	Rating
General Revenue Refunding Bonds, Series 2016	A1
Rating Type	Underlying LT
Sale Amount	\$12,500,000
Expected Sale Date	03/01/2016
Rating Description	Revenue: Public University Broad Pledge

Source: Moody's Investors Service

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REPORT NUMBER 1016207

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IDAHO STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2016

Summary of Financing Results
Rates as of 2/11/2016

	Refunding of Series 2004B	Refunding of Series 2007	Total
Par Amount of Refunding Bonds	\$2,605,000	\$9,695,000	\$12,300,000
All-in TIC	2.96%	2.23%	2.45%
Escrow Yield (SLGS)	0.25%	0.44%	0.43%
Refunded Par Amount	\$3,040,000	\$10,655,000	\$13,695,000
Maturities Refunded	2024-2034	2018-2032	
Savings Structure	Uniform	Uniform	
Gross Savings	\$756,971	\$1,690,702	\$2,447,674
PV Savings *	\$589,130	\$1,464,262	\$2,053,392
PV Savings % **	19.38%	13.74%	14.99%

* Present value savings calculated to closing date of 4/7/2016 at the arbitrage yield for each refunding series.

** Present value savings % of refunded par.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

LEWIS-CLARK STATE COLLEGE

SUBJECT

Proposed Summer Session Fee Discount

REFERENCE

April 2015

Idaho State Board of Education (Board) Approved Fiscal Year 2016 Student Tuition & Fee Rates (Academic Year 2016-2017).

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.2.b.

BACKGROUND/DISCUSSION

For the 2016 Summer Session, Lewis-Clark State College (LCSC) plans to propose a discount for Summer Session fees of up to 25% of the per credit rate which was approved by the Board in April, 2015. The proposed discount will reduce the approved per credit cost from \$307 to approximately \$230 per credit. Through the LCSC program prioritization process, Summer Session was identified as a program in need of significant restructuring. It is the intent of LCSC to offer an expanded and focused Summer Session that allows students the opportunity to meet graduation requirements and promote on time or accelerated degree completion. Historically, the institution has experienced summer session activity between 1800 and 1900 credit hours. As a result of the planned changes which would be made in summer course offerings and a reduced credit hour price, the College anticipates enrollment levels to 2400-2500 credit hours.

Benefits of the Summer Session proposal:

- provides an incentive for students to attend a summer session class at a lower cost alternative to the traditional (fall and spring semester) sessions;
- allows participating students to accelerate required credit attainment toward degree completion; and
- makes better use of College facilities during the summer months that have historically been times of low activity on campus.

A formal proposal for Board approval will be brought to the April 2016 Board meeting.

IMPACT

The impact of this proposal will be to increase student participation in Summer School offerings. This will provide for more activity on campus and, if successful, generate additional student credit hours necessary to meet the variable costs of

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 18, 2016

operating the program in addition to contributing to the fixed costs the College now has with under-used facilities.

STAFF COMMENTS AND RECOMMENDATIONS

This initiative emerged from ongoing BAHR Committee and Financial Vice President discussions on possible new approaches to program and course pricing which might lead to improved student access, pipeline output/efficiency, and marketability of academic program offerings. The proposed discounted pricing trial, if successful, might later be adopted more widely by LCSC or by other institutions. This item serves as an early notification of the formal summer session discounted fee request which is expected to be presented to the Board at the April fee setting session.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.