BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 15, 2021

TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY V.R. – ESTABLISHMENT OF FEES - FIRST READING**	Motion to approve
2	**MAINTENANCE OF EFFORT – GEER FUNDING**	Motion to approve
3	**IDAHO STATE UNIVERSITY** Library Project - Construction and Bidding	Motion to approve
4	**IDAHO STATE UNIVERSITY** Leonard Hall Project - Construction and Financing	Motion to approve
5	**UNIVERSITY OF IDAHO** Issuance of 2022 General Revenue Refunding Bonds	Motion to approve
6	**UNIVERSITY OF IDAHO** 4+1 Program Fees	Motion to approve
7	**LEWIS-CLARK STATE COLLEGE** College Place Residence Hall - Property Purchase and Financing	Motion to approve

SUBJECT

Board Policy V.R. – Establishment of Fees – First Reading

REFERENCE

February 2016	Board approved first reading of amendment to Board Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.
April 2016	Board approved second reading of amendment to Board Policy V.R.
June 2018	Board approved the first reading of Board policy V.R. establishing a new fee effective for the 2019-2020 academic year.
December 2018	Board returned second reading of Board policy V.R., establishing a new fee to the Business Affairs and Human Resources Committee for further review and analysis.
April 2020	Board set 2020-2021 Board approved tuition and fees.
June 2020	Board approved one year partial waiver requiring student fees to be used only for the purpose for which it was collected.
February 2021	Board approved second reading of amendments to Policy V.R including the creation of a Consolidated Mandatory Fee.
April 2021	Board approved second reading of amendments to Policy V.R including the creation of a Consolidated Mandatory Fee.
October 2021	Board approved the establishment of a common nomenclature for student fees to be used when submitting tuition and fees requests in April of 2022.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.
Sections 33-3717A, and 33-3717C, Idaho Code
H387 (2021)

BACKGROUND/DISCUSSION

Board Policy V.R. relates to the ways that tuition and fees are established by the Board and the categories into which they may fall. In 2021, the appropriation bill for the College and Universities’ budget included the following intent language.

SECTION 7. STUDENT FEE REPORT. As soon as practicable, the State Board of Education shall: (1) make easily accessible a break-out of student activity fees on the institutions' websites; (2) develop a common naming convention for similar activity fees across the institutions; and (3) evaluate the current lists of activity fees assessed to students and determine how and which fees supporting student activities, clubs, and organizations focused on individual beliefs and values can be structured to address the need for access, affordability, and choice. The State Board of Education shall report results of this work to the Joint Finance-Appropriations Committee and the House and Senate Education Committees no later than January 14, 2022.

This policy amendment is to codify the decision made by the Board at the October 2021 Regular Board meeting, which includes one overall Consolidated Mandatory fee broken down into four categories:

Student Enrollment, Engagement, and Success
The student enrollment, engagement and success fees provide funding to support the multitude of activities and services available to students, both on and off campus. Included in these fees are scholarships, student employment opportunities, funding to support student success initiatives, and enrollment (recruitment and retention) activities.

Institutional Operations, Services, and Support
These fees support the departmental and infrastructure needs of the college and universities, including construction and maintenance of facilities; instructional and computing resources; student involvement services and participation with athletic, arts, and cultural events.

Student Health and Wellness
The student health and wellness fee support students physical and mental health and well-being. Students' fees also allow for access to the health and counseling centers throughout the year as well as utilize well-being and fitness programs and facilities for overall improvement of the student experience. Also included are the facilities, maintenance, and programs available through the recreation and intramural programs.

Student Government
This fee is to support the student government officers elected by students and support them, their initiatives, and their overall experience. Students are provided the means to engage in discussions, events, and opportunities that interest them, are new to them, and challenge them. A subset of this fee would be student activities, clubs, and organizations, and students would be allowed to opt-out of that fee.

IMPACT

Approval of the policy amendment will support the move to a simplified fee system that is consistent across all institutions and require institutions to list these fees in a consistent and easily accessed location on their websites.

ATTACHMENTS

Attachment 1 – Proposed Amendment to Policy V.R. redline – First Reading

BOARD STAFF COMMENTS AND RECOMMENDATIONS

A working group comprised of representatives from all four of the college and universities worked together to develop the categories that were approved by the Board in October of 2021. This amendment to the policy updates the policy to reflect the Board's expectation that this categorization be formalized and adopted consistent with legislative intent.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board policy V.R. to amend the process through which fees are established as set forth 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 tuition and fees, nothing in this policy shall preclude review and approval of tuition and fee setting based on market considerations. The Board may consider factors such as how tuition and fees compare to tuition and fees at peer institutions, how percent increases compared to inflationary factors, how tuition and fees are represented as a percent of per capita income and/or household income, and what share students pay of their education costs. Other criteria may be evaluated as is deemed appropriate. An institution cannot request more than a ten percent (10%) increase in the total full-time resident and/or non-resident student tuition and fee rate unless otherwise authorized by the Board. Each institution shall comply with Board policy V.D. in depositing tuition revenues.

   It is the requirement of the Board that institutions communicate all tuition and fees to students in a clear and understandable format prior to their enrollment and that fees be as consolidated and limited as is practicable. Such communication shall include information about tuition and fees, and reference possible student-specific items that cannot be determined until enrollment, such as course fees.

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

   a. Initial Notice

      A proposal to alter any 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 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. Public hearings may be held in person or virtually.

   b. Board Approval

      Board approval for tuition and fees will be considered annually. 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

The following definitions are applicable to tuition and fees charged to students at all the state colleges and universities under the governance of the Board.

a. Board Established Tuition

i. Institution Tuition

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

Special Tuition rates may include tuition for such items as specialized short-term courses or programs, summer courses, or other special kinds of courses for the purposes of furthering the educational mission of the institution.

Part-time Credit Hour tuition is defined as the charge per credit hour charged for educational services for enrolled, part-time students.

The Course Overload Tuition rate may be charged to full-time students whose credit hour workload is higher than the guidelines for a normal course load.

a) Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition shall be set as follows and may include both full-time and part-time rates:

- Undergraduate Resident Tuition
- Undergraduate Non-resident Tuition
- Graduate Resident Tuition
- Graduate Non-resident Tuition
- Special Resident Tuition
- Special Non-resident Tuition
- Course Overload Tuition

ii. Systemwide Tuition

The Board may choose to establish a systemwide tuition rate for programs that span two or more institutions. Revenues from systemwide tuition will be deposited with the state for those institutions required to do so per statute.

iii. Western Undergraduate Exchange (WUE) Tuition

The Western Undergraduate Exchange tuition is established as 150% of the resident tuition rate for full-time students participating in this program. Students in this program shall be subject to the Consolidated Mandatory Fee and all other applicable fees.

b. Board Established Course and Program Fees

For purposes of board established course and program fees, “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.

i. Career Technical Education Fee

The Career Technical Education fee is the fee charged for educational costs for students enrolled in Career Technical Education programs

ii. Institutional Online Program Fee

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

iii. Professional Program Fees

A profession is an occupation, for which a person has to undergo specialized training or internship for getting a high degree of education and expertise in the concentrated area.

a) Requirements. To designate a professional fee for a Board approved professional program, all of the following criteria must be met:

1) Credential or Licensure Requirement:

(a) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education certificate or degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required.

(b) Any such professional program must provide at least the minimum capabilities required for entry to the practice of a profession.

2) Accreditation Requirement: The program:

(a) is accredited within the institution's regional accreditation; or

(b) is actively seeking accreditation if a new program; or

(c) will be actively seeking program accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

3) Demonstration of Program Costs: Institutions may propose professional fees for Board approval based on the costs to deliver the program and other related costs. An institution must provide justification for the pricing of the professional program. Professional program fees must be additional fees above and beyond the normal resident and non-resident tuition rates.

b) Program Guidelines

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

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

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

iv. Self-Support Academic Program Fees

a) Self-support programs fees are charged in lieu of resident or non-resident tuition for programs that lead to degrees or certificates. To bring a Self-support program fee to the Board for approval, all of 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 an academic program.

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, resident and non-resident 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. The Self-support program fee shall be all-inclusive and no other fees shall be charged in connection with participation in the program.

5) Self-support program finances shall be segregated, tracked and accounted for separately from all other programs of the institution except as provided for in subsection 3.B.iv.b.

b) If a Self-support program fee is approved for a new program, an institution may fund program start-up costs through reallocation or use of reserves., the program must demonstrate ability to support its costs, both direct and indirect, 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 change in a Self-support program fee shall require prior approval by the Board.

d) 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.

v). Summer Bridge Program Fee

The Summer Bridge Program Fee fee is 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 set annually by the Board.

vi). Independent Study in Idaho

This fee is 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. Institution Established Program Fees
Institution Established Program Fees are charged in lieu of tuition. The Board delegates establishment of the following fees to the Chief Executive Officers. An annual report listing these fees shall be provided to the Board annually at the time of establishment of Board-established tuition and fees.

i) Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution. Eligibility shall be determined by each institution. Employees, 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 Career Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

ii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution. Eligibility shall be determined by each institution.

iii. 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; and

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.

iv. 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.

v. Continuing Education Fees

Continuing education fees may be charged to continuing education students on a course-by-course basis.

d. Board Approved Administrative Fees

Administrative local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts.

These shall be approved by the Board at its annual meeting for setting tuition and fees and will be clearly communicated to students prior to their enrollment.

i. Consolidated Mandatory Fee
This fee is inclusive of all facilities, activity and technology fees. The State Board of Education will approve the Consolidated Mandatory Fee which will then be allocated by institutions. A full-time and part-time rate shall be established. The Consolidated Mandatory Fee, with an amount for each of the four categories that comprise it, shall be submitted to the Board for approval annually with the tuition increase. The categories are:

Student Enrollment, Engagement, and Success
The student enrollment, engagement and success fees provide funding to support the multitude of activities and services available to students, both on and off campus. Included in these fees are scholarships, student employment opportunities, funding to support student success initiatives, and enrollment (recruitment and retention) activities.

Institutional Operations, Services, and Support
The institutional operations, services, and support fees support the departmental and infrastructure needs of the college and universities, including construction and maintenance of facilities; instructional and computing resources; student involvement services and participation with athletic, arts, and cultural events.

Student Health and Wellness
The student health and wellness fee supports students' physical and mental health and well-being. The student health and wellness fee also allows for

access to the health and counseling centers throughout the year as well as access to well-being and fitness programs and facilities for overall improvement of the student experience. This fee also funds facilities, maintenance, and programs available through the recreation and intramural programs.

Student Government

The student government fee funds support for the student government officers elected by students, student government initiatives, and student overall experience. Students are provided the means to engage in discussions, events, and opportunities that interest them, are new to them, and challenge them. Funding for student activities, clubs, and organizations through this fee. Students are allowed to opt-out of payment of this fee.

Upon approval by the Board, each institution shall ensure that the Consolidated Mandatory Fee and each of the category fees shall be posted on an easily accessible location on its website.

~~Consolidated Mandatory Fee~~

~~This fee is inclusive of all facilities, activity and technology fees. The State Board of Education will approve the Consolidated Mandatory Fee which may then be allocated by institutions. This fee includes capital improvement and building projects and debt service required by these projects, 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 and campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet, network, and web access, general computer facilities, electronic or online testing, and online media).~~

~~A full-time and part-time rate shall be established. Institutions shall provide an annual accounting to the Board of the way the Consolidated Mandatory fee is utilized by each institution.~~

ii. Transcription Fee

A fee may be charged for processing and transcripting credits. The fee shall be established annually by the Board.

(a) 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

(b) This fee may also be charged for transcripting demonstrable technical competency credits as defined in Board policy III.Y.

iii. 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, which defines how costs are determined for high school students who are enrolled in classes on campus.

e. Institution Approved Special Course and Administrative Fees

The following local fees and charges are charged to support specific courses or activities and are only charged to students that engage in those specific courses or activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the institution. The institution is responsible for reporting these local fees to the Board upon request.

i. 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. Such 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 career technical courses shall be directly related to the skill or trade being taught.

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 established and used in accordance with this policy, providing an annual review of one-third of the fees each year over a 3-year cycle.

iii.. Additional Mandatory Fees

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, new student orientation fees and transcripts). Fees for permits (e.g. parking permit) may also be charged. Each fee may be included in the Consolidated Mandatory fee or established as a separate fee.

b) All processing fees are established and become effective in the amount and at the time specified by the institution.

iv. Discretionary Fees

Fees for permits, student health insurance premiums, room and board rates, or fines shall be established by the institution. Each fee may be included in the Consolidated Mandatory fee or established as a separate fee.

v. Fines and Infractions
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).

SUBJECT

Governor's Emergency Education Relief (GEER) Funds – Maintenance of Effort Waiver

APPLICABLE STATUTE, RULE, OR POLICY

Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act)

BACKGROUND/DISCUSSION

The U.S. Department of Education provided guidance[1] requiring that states receiving funding under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act) must maintain "State support for higher education in *FY 2022* at least at the proportional level of the State's support for higher education *relative to the State's overall spending*, averaged over FYs 2017, 2018, and 2019." This Maintenance of Effort (MOE) must be demonstrated to the US Department of Education.

While appropriated funding for higher education increased, the percentage relative to Idaho's overall spending decreased for several reasons, including Medicaid expansion.

Overall State Spending	**Baseline 2017**	**Baseline 2018**	**Baseline 2019**	**Baseline 2022**
General Fund	$3,255,259,600	$3,464,902,300	$3,687,292,900	$4,223,513,600
Dedicated Fund	$937,076,300	$1,131,889,600	$1,151,543,900	$1,222,075,400
Total	**$4,192,335,900**	**$4,596,791,900**	**$4,838,836,800**	**$5,445,589,000**
Higher ed as % of Overall State Budget	**7.94%**	**7.46%**	**7.43%**	
Average Percentage		**7.61%**		**7.08%**

Since the annual percentage has decreased due to an increase in overall state spending, and in alignment with the guidance provided by the US Department of Education, the Board is being asked to approve submission of a waiver which must be submitted no later than December 30, 2022. This waiver must provide the following data for FY 2022:

(a) Data substantiating the levels of State support for higher education for any fiscal year for which a waiver is requested;

[1] United States Department of Education Guidance on Maintenance of Effort Requirements and Waiver Requests under the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund, April 2021

(b) Data substantiating the State's overall spending or data on appropriated or allocated amounts available for State spending (if a waiver is requested for FY 2022);

(c) A description of the extent to which the State experienced fiscal burdens as a result of preventing, preparing for, and responding to the coronavirus and an explanation of how those fiscal burdens affected the State's ability to maintain fiscal effort (e.g., the status of and any changes to the State's rainy day fund, whether the State experienced a decline in revenues, or an increase in other emergency expenses resulting from the pandemic, such as expenses related to health care, unemployment insurance, or support for small businesses); and

(d) Documentation and data supporting the description of the State's fiscal burdens (e.g., revenue data, appropriation tables, unemployment statistics, etc.) including any State actions that impacted State revenue (e.g., tax increases or decreases).

Additionally, a MOE waiver request form must be submitted when requesting the waiver.

IMPACT

According to the guidance, "[i]f a state fails to meet the MOE requirements and does not request and receive an MOE waiver, the Department has available a range of enforcement options. For example, the Department could seek recovery of funds under section 452 of the General Education Provisions Act (GEPA) and withhold the remaining amount of a states GEER I and II, ESSER I and II, EANS and ARP ESSER award, as applicable, under section 455 of GEPA."

ATTACHMENTS

Attachment 1 – US Department of Education Guidance, April 2021
Attachment 2 – Proposed Maintenance of Effort Waiver

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Office of the State Board of Education has conferred with the Governor's Office and the Division of Financial Management and determined that we should file the waiver based on higher education's FY 2022 appropriation in order to meet the obligations of the CRRSA Act and have time to be able to respond to any questions regarding the waiver. Staff recommends approval.

BOARD ACTION

I move to approve the Maintenance of Effort Waiver as proposed in Attachment 2 and authorize Board Staff to submit the waiver on or before the December 30, 2022 deadline

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Guidance on
Maintenance of Effort Requirements and Waiver Requests under the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund

U.S. Department of Education
Washington, D.C. 20202

April 2021

U.S. Department of Education

Guidance on Maintenance of Effort Requirements and Waiver Requests

The purpose of this guidance is to provide information on the maintenance of effort (MOE) requirements under the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund. This guidance document includes the following:

- A chart outlining the main similarities and differences between the MOE requirements in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), and the American Rescue Plan Act of 2021 (ARP Act).
- Frequently asked questions about the MOE requirements and the process for States to request an MOE waiver under section 2004(a) of the ARP Act. The Department's approach to MOE waiver requests will be rooted in consideration of the impact on students. The purpose of ARP ESSER, ESSER I, ESSER II, GEER I, GEER II, and EANS funds is to expand resources for K-12 and postsecondary schools and students, not to replace existing State commitments to K-12 and postsecondary education.
- An MOE worksheet describing how to calculate MOE under the CARES Act, the CRRSA Act, and the ARP Act.
- An MOE data submission form that each State must use to report MOE data for the CARES Act, the CRRSA Act, and the ARP Act.
- An MOE waiver request form that a State must use when requesting a waiver of the MOE requirements.

In the near future, the Department will also release separate guidance on the new State and local educational agency (LEA) maintenance of equity requirements in section 2004(b) and (c) of the ARP Act.

OMB Control #: 1810-0745
Expiration Date: October 31, 2021

Comparing the Maintenance of Effort Requirements in the CARES Act, the CRRSA Act, and the ARP Act[1]

This chart outlines the main similarities and differences between the maintenance of effort (MOE) requirements in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), and the American Rescue Plan Act of 2021 (ARP Act). The MOE requirements for the CRRSA Act and the ARP Act are included in the same column because the requirements under the two statutes are the same, except that the ARP Act extends the CRRSA Act requirements for an additional fiscal year.

Topic	**CARES Act** (Section 18008)	**CRRSA Act** (Division M, Section 317) & **ARP Act** (Section 2004(a))
Programs Subject to MOE	Elementary and Secondary School Emergency Relief Fund (ESSER), Governor's Emergency Education Relief Fund (GEER).	CRRSA Act: ESSER II, GEER II, Emergency Assistance to Non-Public Schools (EANS) program. ARP Act: ARP ESSER. The requirements do not apply to ARP EANS.
MOE Requirements	A State that receives ESSER or GEER funds under the CARES Act must: 1. Maintain State support for elementary and secondary education in each of *fiscal years (FYs) 2020 and 2021* at least at the level of such support that is the average of State support for elementary and secondary education for FYs 2017, 2018, 2019; and 2. Maintain State support for higher education in each of *FYs 2020 and 2021* at least at the level of such support that is the average of State support for higher education for FYs 2017, 2018, and 2019.	CRRSA Act: A State that receives ESSER II, GEER II, or EANS funds under the CRRSA Act must: 1. Maintain State support for elementary and secondary education in *FY 2022* at least at the proportional level of the State's support for elementary and secondary education *relative to the State's overall spending,* averaged over FYs 2017, 2018, and 2019; and 2. Maintain State support for higher education in *FY 2022* at least at the proportional level of the State's support for higher education *relative to the State's overall spending*, averaged over FYs 2017, 2018, and 2019.

[1] Other than statutory and regulatory requirements included in the document, the contents of this guidance do not have the force and effect of law and are not meant to bind the public. This document is intended only to provide clarity to grantees regarding existing requirements under the law or agency policies.

Topic	CARES Act (Section 18008)	CRRSA Act (Division M, Section 317) & ARP Act (Section 2004(a))
		ARP Act: A State that receives ARP ESSER funds must meet this MOE requirement in each of *FYs 2022 and 2023*.
MOE Baseline Level	The CARES Act has two MOE baselines: 1. Elementary and secondary education baseline, which averages the *dollar amount of State support for elementary and secondary education* over the three baseline years. 2. Higher education baseline, which averages the *dollar amount of State support for higher education* over the three baseline years.	The CRRSA Act and ARP Act have the same two MOE baselines: 1. Elementary and secondary education baseline, which averages the *percentages of total State spending that are used to support elementary and secondary education* over the three baseline years. 2. Higher education baseline, which averages the *percentages of total State spending that are used to support higher education* over the three baseline years.
Baseline years	FYs 2017, 2018, and 2019.	FYs 2017, 2018, and 2019.
MOE years	FY 2020 and FY 2021.	CRRSA Act: FY 2022. ARP Act: FY 2022 and FY 2023.
How to Demonstrate MOE	1. Compare the dollar amount of State support for elementary and secondary education for FY 2020 and separately for FY 2021 to the baseline level on either an aggregate or per student basis; and 2. Compare the dollar amount of State support for higher education for FY 2020 and separately for FY 2021 to the baseline level on either an aggregate or full-time-equivalent (FTE) basis.	CRRSA Act: 1. Compare the percentage of total State spending used to support elementary and secondary education in FY 2022 to the baseline percentage; and 2. Compare the percentage of total State spending used to support higher education in FY 2022 to the baseline percentage. ARP Act: Make these comparisons for both FY 2022 and FY 2023 relative to the baseline percentages.
State Sources of MOE data	**State support data**: A State may use either actual State expenditure data or data representing final appropriated or allocated	**State support data**: A State may use either actual State expenditure data or data representing final appropriated or allocated

Topic	CARES Act (Section 18008)	CRRSA Act (Division M, Section 317) & ARP Act (Section 2004(a))
	amounts for both the baseline levels and the applicable comparison levels (FY 2020 and FY 2021). **State overall spending data**: Not relevant for CARES Act MOE determination.	amounts for both the baseline levels and the comparison levels (FY 2022 for CRRSA Act, and FYs 2022 and 2023 for ARP Act). **State overall spending data**: A State must use data on *actual* State expenditures to demonstrate overall spending, consistent with the statutory reference to "overall State spending." A State may not use final appropriated or allocated amounts that differ from actual State expenditures to demonstrate compliance with the MOE requirements.
MOE Data submission dates	**Baseline data**: Each State submitted baseline data by September 1, 2020. **FY 2020 data**: Each State submitted FY 2020 data by December 31, 2020. Baseline data and FY 2020 data may be updated by a State on or before May 17, 2021. **FY 2021 data**: The Department intends to collect FY 2021 data by December 30, 2021.	**Baseline data**: Each State must submit baseline data by May 17, 2021. **FY 2022 data**: Each State must submit FY 2022 interim data on appropriated or allocated amounts for State support for elementary and secondary education, State support for higher education, and overall State spending by December 30, 2021. Each State must submit final expenditure data for FY 2022 overall State spending in spring 2023. **FY 2023 data**: Each State must submit FY 2023 interim data on appropriated or allocated amounts for State support for elementary and secondary education, State support for higher education, and overall State spending by December 30, 2022. Each State must submit final expenditure data for FY 2023 overall State spending in spring 2024.

1. What is meant by the term "fiscal year" in determining MOE?

For purposes of determining MOE, a State may use either the applicable Federal fiscal year or the applicable State fiscal year. Fiscal years are denoted by the calendar year in which they end (e.g., the fiscal year that ends June 30, 2021 would be deemed fiscal year 2021). See chart below for an example of how State and Federal fiscal years align with particular school years.

	Federal fiscal year	State fiscal year (example)	School Year
FY 2020	October 1, 2019 - September 30, 2020	July 1, 2019 - June 30, 2020	2019-2020
FY 2021	October 1, 2020 - September 30, 2021	July 1, 2020 - June 30, 2021	2020-2021
FY 2022	October 2, 2021 - September 30, 2022	July 1, 2021 - June 30, 2022	2021-2022
FY 2023	October 2, 2022 - September 30, 2023	July 1, 2022 - June 30, 2023	2022-2023

2. How does a State quantify the amount of its support for elementary and secondary education?

The CARES Act, CRRSA Act, and ARP Act do not specify how a State must determine its "support for elementary and secondary education" for purposes of the MOE requirements, and the Department is not defining this term through regulation. Rather, in recognition of the variations in education finance data and the lack of a statutory definition, the Department is providing States with principles that provide flexibility in quantifying the amount of that support.

In quantifying its support for elementary and secondary education, the data used by a State to determine the level of support must—

- Include funds provided through the primary funding mechanisms through which a State provides support for elementary and secondary education.
- Be consistent from year to year.
- Be based on adequate documentation.

In quantifying support for elementary and secondary education, a State may choose to establish its level of support—

- Solely on the basis of the amount of funds provided through its primary elementary and secondary education funding formula(e).
- By also including categorical and other support that is not provided through the primary funding formula(e). For example, a State may include data such as funding under State auspices for non-appropriated support (e.g., tobacco settlement funds and lotteries) specifically set aside for current expenditures for elementary and secondary education and interest or earnings received from State endowments pledged to elementary and secondary education.
- On the basis of data that it provides for other purposes, such as data that it includes as "Revenue from State Sources" in the annual National Public Education Finance Survey conducted by the National Center for Education Statistics (NCES).

In quantifying support for elementary and secondary education, the data used by a State to determine the level of support may *not*—

- Include support from private donors, such as charitable contributions that individuals make to elementary and secondary education.
- Include Federal funds.

3. How does a State quantify the amount of its support for higher education?

Although the CARES Act, CRRSA Act, and ARP Act exclude certain data from MOE determinations, they do not specify how a State must determine its "support for higher education." Rather, in recognition of the variations in the types of support for higher education and the lack of a statutory definition, the Department is providing States with principles that provide flexibility in quantifying the amount of that support.

In quantifying support for higher education, the data used by a State to determine the level of support must—

- Include only *State* support for higher education. In some States, local governments may provide support for community colleges or other institutions of higher education (IHEs). Local government contributions are not considered State support.
- Include funds provided by the principal funding mechanisms through which a State provides support to IHEs. For example, the data would include State appropriations for operational support for institutions of higher education. A State must consider unrestricted State funding for IHEs to be State support for such institutions even if those institutions choose to use a portion of that funding for financial assistance to students. This financial assistance is not considered to be tuition and fees paid by students or direct State support to students.
- Include State need-based financial aid.
- Be consistent from year to year.
- Be based on adequate documentation that substantiates the levels of support that it has used in making MOE calculations.

In quantifying support for higher education, the data used by a State to determine the level of support may—

- Include data in addition to that provided in the appropriations enacted by the State legislature for IHEs. For example, a State may include data such as funding under State auspices for non-appropriated support (e.g., tobacco settlement funds and lotteries) specifically set aside for higher education and interest or earnings received from State endowments pledged to IHEs.
- Include State appropriations to IHEs for financial assistance programs – both need-based and merit-based) to defray the costs of tuition and fees paid by students (when the appropriated funds flow directly to the IHEs). The fact that the funds represent student financial aid for other purposes does not preclude such funds from consideration as State support for higher education in the CARES Act, CRRSA Act, or ARP Act programs.
- Include State appropriations for dual enrollment or early college programs.

In quantifying support for higher education, the data used by a State to determine the level of support may *not* include—

- Support for capital projects, research and development, or tuition and fees paid by students. If a State provides unrestricted State funding to IHEs and does not make separate appropriations for capital expenditures or research and development, the State must estimate the amount of capital expenditures and research and development expenditures to be excluded from the unrestricted funding.

- Support from private donors, such as charitable contributions that individuals make to IHEs. This also includes corporate contributions for IHEs, such as payments that a corporation makes for stadium-naming rights.
- Federal funds, including Higher Education Emergency Relief Funds.

4. How does a State quantify the amount of "overall spending" for a given fiscal year?

For CRRSA Act and ARP Act MOE requirements, a State must quantify the amount of its overall spending during the baseline years (i.e., FYs 2017, 2018, and 2019) as well as during the year(s) in which the State must maintain effort (i.e., FY 2022 for the CRRSA Act and FYs 2022 and 2023 for the ARP Act). A State's overall spending in a given year includes not only a State's actual expenditures on elementary, secondary, and higher education, but also expenditures on all other activities and services that it supports with State funds (e.g., public welfare, public health, public safety, and transportation). A State's overall spending does not include expenditures of Federal funds or generally funds from restricted sources (e.g., settlement funds, highway funds, or wildlife funds). A State may not use final appropriated or allocated amounts that differ from actual State expenditures. Furthermore, a State's overall spending may differ from its initial appropriated amounts or the revenues that a State generates each year.

5. Must a State use the same data sources each year to determine State support for elementary and secondary education, State support for higher education, and overall State spending?

The data a State uses for purposes of the MOE requirements must be consistent from year to year. As a result, a State must use the same data sources to determine State support for elementary and secondary education and for higher education across fiscal years. Similarly, a State must use the same data sources in determining overall State spending for the baseline years and FYs 2022 and 2023.

A State may update previously submitted MOE data and incorporate data from other sources as long as it continues to use the same data sources across fiscal years. A State may update previously submitted CARES Act MOE data through May 17, 2021.

6. May the Secretary waive the MOE requirements in the CARES Act, the CRRSA Act, and the ARP Act?

Yes. Under the waiver authority in section 2004(a)(2) of the ARP Act, the Secretary may waive any MOE requirements associated with the Education Stabilization Fund (e.g., CARES Act, CRRSA Act, and ARP Act MOE requirements) for the purpose of relieving fiscal burdens incurred by States in preventing, preparing for, and responding to the coronavirus. Accordingly, in the context of the factors described below in FAQ 8, this standard applies to MOE waivers under section 2004(a)(1) of the ARP Act, section 18008(b) of the CARES Act, and section 317(b) of Division M of the CRRSA Act.

7. What information must a State provide to request an MOE waiver under the CARES Act, the CRRSA Act, and the ARP Act?

In seeking an MOE waiver, a State must submit:

(a) Data substantiating the levels of State support for elementary and secondary education and for higher education for any fiscal year for which a waiver is requested;
(b) Data substantiating the State's overall spending or data on appropriated or allocated amounts available for State spending (if a waiver is requested for FY 2022 or 2023);
(c) A description of the extent to which the State experienced fiscal burdens as a result of preventing, preparing for, and responding to the coronavirus and an explanation of how those fiscal burdens affected the State's ability to maintain fiscal effort (e.g., the status of and any changes to the State's rainy day fund, whether the State experienced a decline in revenues, or an increase in other emergency expenses resulting from the pandemic, such as expenses related to health care, unemployment insurance, or support for small businesses); and
(d) Documentation and data supporting the description of the State's fiscal burdens (e.g., revenue data, appropriation tables, unemployment statistics, etc.) including any State actions that impacted State revenue (e.g., tax increases or decreases).

In addition, in its waiver request, a State should submit information on the relevant factors listed in FAQ 8 to support its request. A State must submit the MOE waiver request form (Appendix C) when requesting a waiver. The Secretary may ask States for additional information after States submit the MOE waiver request form.

8. What factors might the Secretary consider in deciding whether to grant a State's MOE waiver request?

The Department's approach to MOE waiver requests will be rooted in the consideration of the impact on students. The purpose of ARP ESSER, ESSER I, ESSER II, GEER I, GEER II, and EANS funds is to expand resources for K-12 and postsecondary schools and students, not to replace existing State commitments to K-12 and postsecondary education.

As a result, in determining whether to grant a State an MOE waiver, the Secretary may consider factors such as:

Has the State increased support for education?

The Department understands that it is possible that a State has maintained or increased overall funding for education and the proportion of the State budget for education has still declined because of increases in other areas of the budget (e.g., public health). In these cases, the Secretary may consider:

- Has total State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has total State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has the State appropriated an increase in State funding for K-12 education and for higher education for future fiscal years?

Are there exceptional circumstances that caused the State to be unable to maintain support for education?

If a State's support for education declined, the Secretary may consider:

- Are there specific severe effects of the COVID-19 pandemic on the State's economy that necessitated reductions in support for elementary and secondary education and for higher education?
- What steps did the State take to avoid and/or minimize such reductions?
- Did the State use Coronavirus State and Local Fiscal Recovery Funds awarded by the U.S. Department of the Treasury under section 9901 of the ARP Act to support elementary and secondary education and higher education?
- How did reductions in support for elementary and secondary education and for higher education compare to other budget categories?
- Did the State take steps that reduced or will it take steps to proactively reduce its financial resources in a way that impacted or will impact its ability to meet MOE requirements (e.g., tax changes (and in what context), additional contributions to rainy day funds)? If so, what was the impact of the reduction or what is the anticipated impact (e.g., to what extent were its resources reduced or will its resources be reduced)?

Has the State used or will it use ESSER, GEER, or Higher Education Emergency Relief (HEER) funding to replace State funding for education?

It is important for the Department to understand the State's use of pandemic-related Federal funds when reviewing a request for a waiver. The Secretary may therefore consider:

- Will all unallocated ESSER or GEER funds relevant to the waiver be used to provide net new resources to K-12 schools and to higher education and <u>not</u> be used to replace existing State commitments to K-12 education and to higher education?
- Will all unallocated HEER funds be used to provide net new resources to higher education and <u>not</u> be used to replace existing State commitments to higher education?
- Has the State previously used any ESSER, GEER, or HEER funds to replace State funding for education?

Note that the factors listed above may not be used to demonstrate that the State maintained effort but rather are considerations for determining whether a waiver is warranted.

9. When may a State request a waiver of the CARES Act MOE requirements?

A State may request a waiver of the CARES Act MOE requirements at this time for FYs 2020 and 2021. A State may include requests related to more than one fiscal year in a single waiver request, if necessary.

10. When may a State request a waiver of the CRRSA Act and ARP Act MOE requirements?

A State may request a waiver of the CRRSA Act and ARP Act MOE requirements when the State can demonstrate that it is unable to comply with the MOE requirements for FY 2022 or FY 2023.

The CRRSA Act and ARP Act require a State to meet MOE based on its levels of State support for education relative to overall State spending. Accordingly, a State generally will not be able to fully demonstrate it failed to meet the CRRSA Act or ARP Act MOE requirements until it has available expenditure data to document overall State spending for the applicable fiscal year(s) (i.e., FY 2022 and/or FY 2023).

However, in some circumstances, a State may be able to accurately project, prior to the close of a fiscal year for which fiscal effort must be maintained, that it will not maintain effort based on, for example, a level of appropriated funds that would not permit the requisite expenditures. In such circumstances, the State may request an MOE waiver on the basis of projected data. Based on the strength of the projected data and other information submitted by the State, the Secretary would consider making a preliminary waiver determination before final expenditure data are available. Any preliminary determination to grant a waiver would be conditioned on an assurance that the State will not subsequently decrease either its level of State support for elementary and secondary education or higher education as demonstrated in the original waiver request. That preliminary waiver determination would become the Secretary's final determination after the State submits final expenditure data and demonstrates that it met the condition on levels of State support.

11. How may a State request a waiver of the MOE requirements under the CARES Act, CRRSA Act, or ARP Act?

A State must submit its waiver request to the Department using the MOE waiver request form (Appendix C) and submitting the form through its State mailbox, which is [State].oese@ed.gov.

12. What enforcement actions may the Secretary take if a State fails to maintain fiscal effort and does not receive a waiver?

If a State fails to meet the MOE requirements and does not request and receive an MOE waiver, the Department has available a range of enforcement options. For example, the Department could seek recovery of funds under section 452 of the General Education Provisions Act (GEPA) and withhold the remaining amount of a State's GEER I and II, ESSER I and II, EANS, and ARP ESSER awards, as applicable, under section 455 of GEPA.

Appendix A: Calculating MOE under CARES Act, CRRSA Act & ARP Act Worksheet

	CARES Act (Section 18008)	**CRRSA Act** (Division M, Section 317) **& ARP Act** (Section 2004(a))
State Sources of MOE data	**State support data**: A State may use *either* actual State expenditure data or data representing final appropriated or allocated amounts for both the baseline levels and the applicable comparison level (FY 2020 and FY 2021).	**State support data**: A State may use *either* actual State expenditure data or data representing final appropriated or allocated amounts for both the baseline levels and the applicable comparison level (FY 2022 and FY 2023). **State overall spending data**: A State *must* use data on *actual* State expenditures to demonstrate overall spending. A State may not use final appropriated or allocated amounts.
Calculation of MOE baselines	**<u>Elementary and Secondary Education Baseline</u>**: 1. Determine State support for elementary and secondary education for each of FYs 2017, 2018, and 2019. 2. Average the State support for elementary and secondary education for these three fiscal years. **<u>Example</u>**: State support for elementary and secondary education: 2017: $75 2018: $125 2019: $100 Elementary and Secondary Education Baseline: Average = ($75 + $125 + $100)/3 = $100 **<u>Higher Education Baseline</u>**: 1. Determine State support for higher education for each of FYs 2017, 2018, and 2019.	**<u>Elementary and Secondary Education Baseline</u>**: 1. Determine State support for elementary and secondary education for each of FYs 2017, 2018, and 2019. 2. Determine overall State spending for each of FYs 2017, 2018, and 2019. 3. Calculate the percentage of total State spending that is used to support elementary and secondary education for each of the three fiscal years by dividing the State's support for elementary and secondary education by the State's overall spending for each of the three fiscal years. 4. Average the elementary and secondary education baseline percentages for the three fiscal years. **<u>Example</u>**: State support for elementary and secondary education: 2017: $75 2018: $125 2019: $100 State's overall spending: 2017: $1200

	CARES Act (Section 18008)	CRRSA Act (Division M, Section 317) & ARP Act (Section 2004(a))
	2. Average State support for higher education for these three fiscal years. **Example:** State support for higher education: 2017: \$30 2018: \$35 2019: \$25 Higher Education Baseline: Average = (\$30 + \$35 + \$25)/3 = \$30	2018: \$800 2019: \$1000 1. Calculate the percentage of total State spending that is used to support elementary and secondary education: 2017: \$75/\$1200 = 6.3% 2018: \$125/\$800 = 15.6% 2019: \$100/\$1000 = 10% 2. Baseline percentage of support for elementary and secondary education: Average the percentages in line 1: (6.3% + 15.6% + 10%)/3 = 10.6% **Higher Education Baseline**: 1. Determine State support for higher education for each of FYs 2017, 2018, and 2019. 2. Determine overall State spending for each of FYs 2017, 2018, and 2019. 3. Calculate the percentage of total State spending that is used to support higher education for each of the three fiscal years by dividing the State's support for higher education by the State's overall spending for each of the three fiscal years. 4. Average the higher education baseline percentages for the three fiscal years. **Example**: State support for higher education: 2017: \$30 2018: \$35 2019: \$25

<table>
<tr><th></th><th>CARES Act (Section 18008)</th><th>CRRSA Act (Division M, Section 317) & ARP Act (Section 2004(a))</th></tr>
<tr><td></td><td></td><td>State’s overall spending:
2017: $1200
2018: $800
2019: $1000

1. Calculate the percentage of total State spending that is used to support higher education:
2017: $30/$1200 = 2.5%
2018: $35/$800 = 4.4%
2019: $25/$1000 = 2.5%

2. Baseline percentage of support for higher education: Average the percentages in line 1: (2.5% + 4.4% + 2.5%)/3 = 3.1%</td></tr>
<tr><td>Calculation of MOE</td><td><u>Elementary and Secondary Education Calculation:</u>

1. Determine the level of support for elementary and secondary education for each of FYs 2020 and 2021.
2. Compare FY 2020 level of support for elementary and secondary education to elementary and secondary education baseline.
3. Compare FY 2021 level of support for elementary and secondary education to elementary and secondary education baseline.

<u>Example</u>:
State support for elementary and secondary education:
2020: $125
2021: $90</td><td><u>Elementary and Secondary Education Calculation:</u>

1. Determine the level of support for elementary and secondary education in the applicable fiscal year (FY 2022 or FY 2023).
2. Determine State’s overall spending in the applicable fiscal year (FY 2022 or FY 2023).
3. Calculate the percentage of total State spending that is used to support elementary and secondary education for the applicable fiscal year (FY 2022 or FY 2023) by dividing the State’s support for elementary and secondary education by the State’s overall spending for the applicable fiscal year (FY 2022 or FY 2023).</td></tr>
</table>

	CARES Act (Section 18008)	CRRSA Act (Division M, Section 317) & ARP Act (Section 2004(a))
	Elementary and Secondary Education Baseline: $100 **MOE determination**: State support for elementary and secondary education in FY 2020 is $125, which is more than the baseline of $100. State meets MOE requirement for FY 2020. State support for elementary and secondary education in FY 2021 is $90, which is less than the baseline of $100. State does not meet the MOE requirement for elementary and secondary education for FY 2021 and may request a waiver of this MOE requirement from the Secretary. **Higher Education Calculation:** 1. Determine the level of support for higher education for each of FYs 2020 and 2021. 2. Compare FY 2020 level of support for higher education to higher education baseline. 3. Compare FY 2021 level of support for higher education to higher education baseline. **Example**: State support for higher education: 2020: $30 2021: $25 Higher Education Baseline: $30 **MOE determination**: State support for higher education in FY 2020 is $30, which is the same as the baseline of $30. State meets MOE requirement for FY 2020.	**Example for ARP FY 2023 MOE**: Note: This example illustrates the MOE calculation for FY 2023. A State must do this calculation separately for FY 2022 and FY 2023. State support for elementary and secondary education: 2023: $125 State's overall spending: 2023: $1000 Percentage of State support for elementary and secondary education in FY 2023: $125/$1000 = 12.5% Baseline percentage of support for elementary and secondary education: 10.6% **MOE determination**: The proportion of overall spending used to support elementary and secondary education in FY 2023 is 12.5%, which is more than the baseline of 10.6%. State meets the MOE requirement for elementary and secondary education for FY 2023. **Higher Education Calculation:** 1. Determine the level of support for higher education in the applicable fiscal year (FY 2022 or FY 2023). 2. Determine State's overall spending in the applicable fiscal year (FY 2022 or FY 2023). 3. Calculate the percentage of total State spending that is used to support higher education for the applicable fiscal year (FY 2022 or FY 2023) by dividing the State's support for higher education by the State's overall

	CARES Act (Section 18008)	**CRRSA Act** (Division M, Section 317) **& ARP Act** (Section 2004(a))
	State support for higher education in FY 2021 is $25, which is less than the baseline of $30. State does not meet the MOE requirement for higher education for FY 2021 and may request a waiver of this MOE requirement from the Secretary.	spending for the applicable fiscal year (FY 2022 or FY 2023). **Example for ARP FY 2023 MOE**: Note: This example illustrates the MOE calculation for FY 2023. A State must do this calculation separately for FY 2022 and FY 2023. State support for higher education: 2023: $30 State's overall spending: 2023: $1000 Percentage of State support for higher education in FY 2023: $30/$1000 = 3% Baseline percentage of State support for higher education: 3.1% **MOE determination**: The proportion of overall spending used to support higher education in FY 2023 is 3%, which is less than the baseline of 3.1%. State does not meet the MOE requirement for higher education for FY 2023 and may request a waiver of this MOE requirement from the Secretary.

OMB Control #: 1810-0745
Expiration Date: October 31, 2021

Appendix B: MOE Data Submission

State ___________________________________

Data Submission Timelines

	State support for elementary and secondary education	State support for higher education	Overall State spending
FY 2017	Submitted September 1, 2020; May be updated by May 17, 2021		Due May 17, 2021
FY 2018			
FY 2019			
FY 2020	Submitted December 30, 2020; May be updated by May 17, 2021		
FY 2021	Collected by December 30, 2021		
FY 2022	FY 2022 data on appropriated or allocated amounts for State support for elementary and secondary education, State support for higher education, and overall State spending will be collected by December 30, 2021. The Department intends to collect final expenditure data in spring 2023 when data are available.		
FY 2023	FY 2023 data on appropriated or allocated amounts for State support for elementary and secondary education, State support for higher education, and overall State spending will be collected by December 30, 2022. The Department intends to collect final expenditure data in spring 2024 when data are available.		

Data for State support and overall State spending
A State must submit the required information below. Additionally, a State may use this form to update previously submitted MOE data for FYs 2017, 2018, 2019, and 2020.

	State support for elementary and secondary education	State support for higher education	Overall State spending
FY 2017	$	$	$
FY 2018	$	$	$
FY 2019	$	$	$
FY 2020	$	$	Not required
FY 2021	$	$	Not required
FY 2022 interim data (appropriated or allocated)	$	$	$
FY 2022 (final data)	$	$	$
FY 2023 interim data (appropriated or allocated)	$	$	$
FY 2023 (final data)	$	$	$

Additional submission requirements: In an attachment, identify and describe the data sources used in determining the levels of —

(a) State support for elementary and secondary education;

(b) State support for higher education; and

(c) Overall State spending.

NOTE: You are only required to submit this information for data categories included in your submission above.

To the best of my knowledge and belief, all of the information in this MOE data submission is true and correct and the failure to submit accurate data may result in liability under the False Claims Act, 31 U.S.C. § 3729 et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate, and other enforcement actions.

____

Governor or Chief State School Officer or Authorized Representative (Typed or Printed Name) Telephone

____

Signature of Governor or Chief State School Officer or Authorized Representative Date

Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0745. Public reporting burden for this collection of information is estimated to average 5.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit under section 18008 of the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, Division M, Section 317 of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA) Act, and Section 2004(a) of the American Rescue Plan Act of 2021 (ARP Act) If you have any comments concerning the accuracy of the time estimate, suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application or survey, please contact Britt Jung, Office of State and Grantee Relations, Office of Elementary and Secondary Education, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-6450, email: SGR@ed.gov directly.

Appendix C: MOE Waiver Request

This form must be used for the submission of a request for a waiver of the requirements noted below. For assistance, please contact your State mailbox, which is [State].oese@ed.gov .

State ___________________________________

On behalf of my State, I request a waiver of the following State maintenance of effort (MOE) requirements for the following fiscal years:

Please check all that apply:

- ☐ FY 2020 MOE requirement for elementary and secondary education under section 18008 of the CARES Act.
- ☐ FY 2020 MOE requirement for higher education under section 18008 of the CARES Act.
- ☐ FY 2021 MOE requirement for elementary and secondary education under section 18008 of the CARES Act.
- ☐ FY 2021 MOE requirement for higher education under section 18008 of the CARES Act.
- ☐ FY 2022 MOE requirement for elementary and secondary education under section 317(a) of the CRRSA Act and section 2004(a) of the ARP Act.
- ☐ FY 2022 MOE requirement for higher education under section 317(a) of the CRRSA Act and section 2004(a) of the ARP Act.
- ☐ FY 2023 MOE requirement for elementary and secondary education under section 2004(a) of the ARP Act.
- ☐ FY 2023 MOE requirement for higher education under section 2004(a) of the ARP Act.

Data for State support and overall State spending

A State must resubmit the baseline data for FYs 2017, 2018, and 2019 (baseline years) as part of this MOE waiver request. If these baseline data differ from a State's previously submitted data, please provide a description of the reason for the change. Additionally, a State must submit MOE data for the years in which it is requesting this waiver.

	State support for elementary and secondary education	State support for higher education	Overall State spending *
FY 2017	$	$	$
FY 2018	$	$	$
FY 2019	$	$	$
FY 2020	$	$	$
FY 2021	$	$	$
FY 2022	$	$	$
FY 2023	$	$	$

*For overall State spending, a State may request a waiver based on final allocations or appropriations. For more information, see FAQ 10.

Additional submission requirements

In an attachment, please provide:

1. A description of the extent to which the State experienced fiscal burdens in preventing, preparing for, and responding to the coronavirus and an explanation of how those fiscal burdens affected the State's ability to maintain fiscal effort (e.g., the status of and any changes to the State's rainy day fund, whether the State experienced a decline in revenues, or an increase in other emergency expenses resulting from the pandemic, such as expenses related to health care, unemployment insurance, or support for small businesses); and

2. Documentation and data supporting the description of the State's fiscal burdens (e.g., revenue data, appropriation tables, unemployment statistics, etc.) including any State action that impacted State revenue (e.g., tax increases or decreases).
3. In addition, in its waiver request, a State should submit information on the relevant factors listed below to support its request. The Secretary may ask States for additional information after States submit the MOE waiver request form.

In determining whether to grant a State an MOE waiver, the Secretary may consider factors such as:

Has the State increased support for education?

The Department understands that it is possible that a State has maintained or increased overall funding for education and the proportion of the State budget for education has still declined because of increases in other areas of the budget (e.g., public health). In these cases, the Secretary may consider:

- Has total State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has total State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has the State appropriated an increase in State funding for K-12 education and for higher education for future fiscal years?

Are there exceptional circumstances that caused the State to be unable to maintain support for education?

If a State's support for education declined, the Secretary may consider:

- Are there specific severe effects of the COVID-19 pandemic on the State's economy that necessitated reductions in support for elementary and secondary education and for higher education?
- What steps did the State take to avoid and/or minimize such reductions?
- Did the State use Coronavirus State and Local Fiscal Recovery Funds awarded by the U.S. Department of the Treasury under section 9901 of the ARP Act to support elementary and secondary education and higher education?
- How did reductions in support for elementary and secondary education and for higher education compare to other budget categories?
- Did the State take steps that reduced or will it take steps to proactively reduce its financial resources in a way that impacted or will impact its ability to meet MOE requirements (e.g., tax changes (and in what context), additional contributions to rainy day funds)? If so, what was the impact of the reduction (e.g., to what extent were its resources reduced or will its resources be reduced)?

Has the State used or will it use ESSER, GEER, or Higher Education Emergency Relief (HEER) funding to replace State funding for education?

It is important for the Department to understand the State's use of pandemic-related Federal funds when reviewing a request for a waiver. The Secretary may therefore consider:

- Will all unallocated ESSER or GEER funds relevant to the waiver be used to provide net new resources to K-12 schools and to higher education and not be used to replace existing State commitments to K-12 education and to higher education?
- Will all unallocated HEER funds be used to provide net new resources to higher education and not be used to replace existing State commitments to higher education?
- Has the State previously used any ESSER, GEER, or HEER funds to replace State funding for education?

To the best of my knowledge and belief, all of the information in this MOE data submission are true and correct and the failure to submit accurate data may result in liability under the False Claims Act, 31 U.S.C. § 3729 et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate, and other enforcement actions.

____

Governor or Chief State School Officer or Authorized Representative (Typed or Printed Name) Telephone

____

Signature of Governor or Chief State School Officer or Authorized Representative Date

Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0745. Public reporting burden for this collection of information is estimated to average 2 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit under section 18008 of the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, Division M, Section 317 of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA) Act, and Section 2004(a) of the American Rescue Plan Act of 2021 (ARP Act) If you have any comments concerning the accuracy of the time estimate, suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application or survey, please contact Britt Jung, Office of State and Grantee Relations, Office of Elementary and Secondary Education, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-6450, email: SGR@ed.gov directly.

Idaho Higher Education Maintenance of Effort Waiver Request

This form must be used for the submission of a request for a waiver of the requirements noted below. For assistance please contact your State mailbox, which is [State].oese@ed.gov .

State IDAHO

On behalf of my State, I request a waiver of the following State maintenance of effort (MOE) requirements for the following fiscal years: FY 2022

Please check all that apply:

◆ FY 2020 MOE requirement for elementary and secondary education under section 18008 of the CARES Act.

◆ FY 2020 MOE requirement for higher education under section 18008 of the CARES Act.

◆ FY 2021 MOE requirement for elementary and secondary education under section 18008 of the CARES Act.

◆ FY 2021 MOE requirement for higher education under section 18008 of the CARES Act.

◆ FY 2022 MOE requirement for elementary and secondary education under section 317(a) of the CRRSA Act and section 2004(a) of the ARP Act.

XX FY 2022 MOE requirement for higher education under section 317(a) of the CRRSA Act and section 2004(a) of the ARP Act.

◆ FY 2023 MOE requirement for elementary and secondary education under section 2004(a) of the ARP Act.

◆ FY 2023 MOE requirement for higher education under section 2004(a) of the ARP Act.

Data for State support and overall State spending

A State must resubmit the baseline data for FYs 2017, 2018, and 2019 (baseline years) as part of this MOE waiver request. If these baseline data differ from a State's previously submitted data, please provide a description of the reason for the change. Additionally, a State must submit MOE data for the years in which it is requesting this waiver.

	State support for elementary and secondary education	State support for higher education	Overall State spending *
FY 2017	$	$332,684,000	$4,192,335,900
FY 2018	$	$342,894,100	$4,596,791,900
FY 2019	$	$359,133,000	$4,838,836,800
FY 2020	$	$	$
FY 2021	$	$	$
FY 2022	$	$385,341,600	$5,445,589,000
FY 2023	$	$	$

*For overall State spending, a State may request a waiver based on final allocations or appropriations. For more information, see FAQ 10.

Additional submission requirements

In an attachment, please provide:

1. A description of the extent to which the State experienced fiscal burdens in preventing, preparing for, and responding to the coronavirus and an explanation of how those fiscal burdens affected the State's ability to maintain fiscal effort (e.g., the status of and any changes to the State's rainy day fund, whether the State experienced a decline in revenues, or an increase in other emergency expenses resulting from the pandemic, such as expenses related to health care, unemployment insurance, or support for small businesses); and

2. Documentation and data supporting the description of the State's fiscal burdens (e.g., revenue data, appropriation tables, unemployment statistics, etc.) including any State action that impacted State revenue (e.g., tax increases or decreases).

3. In determining whether to grant a State an MOE waiver, the Secretary may consider factors such as:

   Has the State increased support for education?

   The Department understands that it is possible that a State has maintained or increased overall funding for education and the proportion of the State budget for education has still declined because of increases in other areas of the budget (e.g., public health). In these cases, the Secretary may consider:

- Has total State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has total State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased from the prior fiscal year?
- Has per-pupil State funding for K-12 education and for higher education (calculated separately) increased over time (e.g., since baseline years)?
- Has the State appropriated an increase in State funding for K-12 education and for higher education for future fiscal years?

Are there exceptional circumstances that caused the State to be unable to maintain support for education?

If a State's support for education declined, the Secretary may consider:

- Are there specific severe effects of the COVID-19 pandemic on the State's economy that necessitated reductions in support for elementary and secondary education and for higher education?
- What steps did the State take to avoid and/or minimize such reductions?
- Did the State use Coronavirus State and Local Fiscal Recovery Funds awarded by the U.S. Department of the Treasury under section 9901 of the ARP Act to support elementary and secondary education and higher education?
- How did reductions in support for elementary and secondary education and for higher education compare to other budget categories?
- Did the State take steps that reduced or will it take steps to proactively reduce its financial resources in a way that impacted or will impact its ability to meet MOE requirements (e.g., tax changes (and in what context), additional contributions to rainy day funds)? If so, what was the impact of the reduction (e.g., to what extent were its resources reduced or will its resources be reduced)?

Has the State used or will it use ESSER, GEER, or Higher Education Emergency Relief (HEER) funding to replace State funding for education?

It is important for the Department to understand the State's use of pandemic-related Federal funds when reviewing a request for a waiver. The Secretary may therefore consider:

- Will all unallocated ESSER or GEER funds relevant to the waiver be used to provide net new resources to K-12 schools and to higher education and not be used to replace existing State commitments to K-12 education and to higher education?
- Will all unallocated HEER funds be used to provide net new resources to higher education and not be used to replace existing State commitments to higher education?
- Has the State previously used any ESSER, GEER, or HEER funds to replace State funding for education?

In addition, in its waiver request, a State should submit information on the relevant factors listed below to support its request. The Secretary may ask States for additional information after States submit the MOE waiver request form.

To the best of my knowledge and belief, all of the information in this MOE data submission are true and correct and the failure to submit accurate data may result in liability under the False Claims Act, 31 U.S.C. § 3729 et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate, and other enforcement actions.

Governor or Chief State School Officer or Authorized Representative (Typed or Printed Name) Telephone

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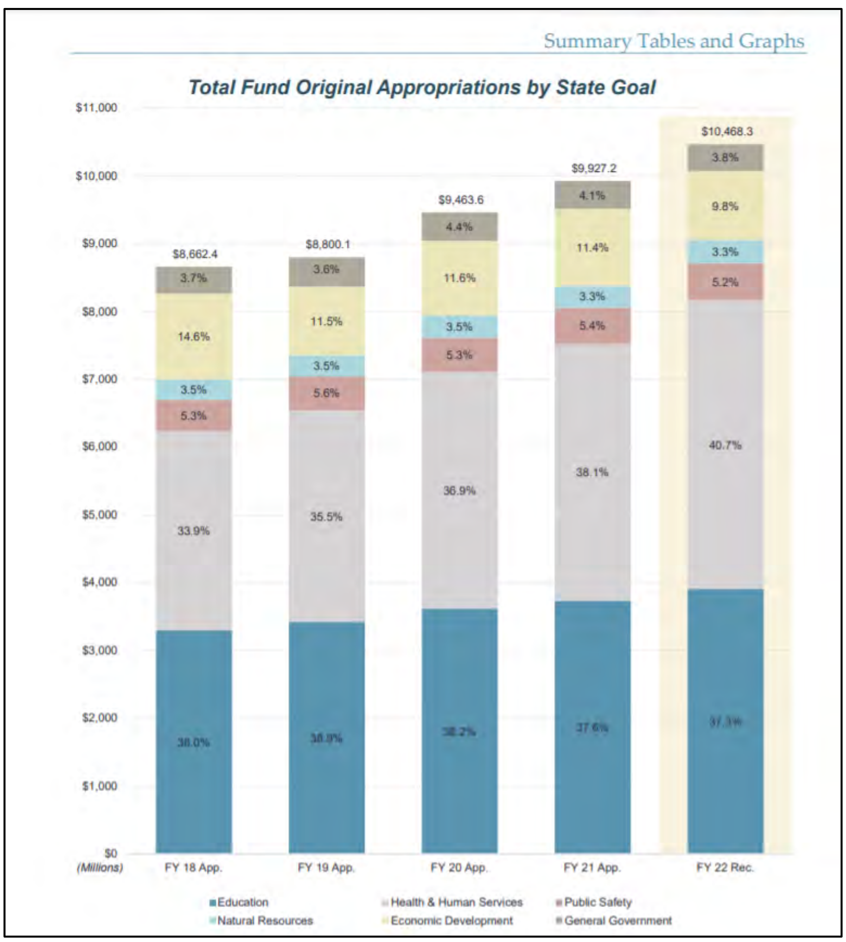
Signature of Governor or Chief State School Officer or Authorized Representative Date

<u>Attachment 1: Idaho Maintenance of Effort Form</u>

Idaho herewith provides the following information:

1. A description of the extent to which the State experienced fiscal burdens in preventing, preparing for, and responding to the coronavirus and an explanation of how those fiscal burdens affected the State's ability to maintain fiscal effort (e.g., the status of and any changes to the State's rainy day fund, whether the State experienced a decline in revenues, or an increase in other emergency expenses resulting from the pandemic, such as expenses related to health care, unemployment insurance, or support for small businesses)

   Although there was a 5% reduction in Fiscal Year 2021, Fiscal Year 2022 saw a $28,000,000 increase in state appropriation for higher education. The percentage of the Overall State Spending decreased, however, because of the effects of a voter initiative that expanded Medicaid coverage that took effect on January 1, 2020, as shown in the chart below from the Idaho Division of Financial Management's Fiscal Year 2022 Executive Budget publication (https://dfm.idaho.gov/publications/exec/budget/fy2022/summary/section-A/history.pdf).



Idaho did not replace state funding for higher education with funds from the Governor's Emergency Education Relief Fund; spending was increased.

2. Documentation and data supporting the description of the State's fiscal burdens (e.g., revenue data, appropriation tables, unemployment statistics, etc.) including any State action that impacted State revenue (e.g., tax increases or decreases).

   A spreadsheet supporting this information is attached with this document.

3. In determining whether to grant a State an MOE waiver, the Secretary may consider factors such as:

   - Has the State increased support for education?
     Yes. The average support for higher education for Fiscal Years 2017, 2018 and 2019 was $344,903,700, and the support for higher education in Fiscal Year 2021 was $356,941,400. Both the average for the baseline years and state spending for Fiscal Year 2021 were less than the state spending for fiscal year 2022, which was $385,341,600. Funds for Fiscal Year 2023 have not yet been appropriated by the Governor and Legislature.

   - Are there exceptional circumstances that caused the State to be unable to maintain support for education?
     No. As noted, the State of Idaho did more than maintain its level of support for higher education; the State increased its support. Only the percentage changed, and that percentage drop can be attributed to the increased costs of Medicaid expansion.

   - Has the State used or will it use ESSER, GEER, or Higher Education Emergency Relief (HEER) funding to replace State funding for education?
     No. No GEER funds are being used to replace state funding for education, not have they ever been used to replace state funding for education.

Based on this information, Idaho seeks to demonstrate compliance with both the letter and the spirit of the requirement, and respectfully requests a waiver based on the evidence that funding for higher education increased and the percentage only changed due to Medicaid expansion.

IDAHO STATE UNIVERSITY

SUBJECT
Construction and Financing for Library Upgrades: Common Area and Starbucks

REFERENCE

August 2021	Board approved the ISU 6-Year Capital Project.
October 2021	Board approved Planning and Design for Library upgrades for an amount not to exceed $355,000.

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

BACKGROUND/DISCUSSION
Idaho State University (ISU) seeks approval from the Board to proceed with construction and financing for upgrades to ISU's library including upgrading the first-floor common areas to create a more dynamic student space. In addition, the project will allow for the addition of a Starbucks through ISU's partnership with its food service provider Chartwell's. Work for this project will be completed in two phases. The first phase will include the addition of Starbucks and required service to the area including electrical, plumbing, HVAC, and sewer hookups. The second phase will include upgrades to the remainder of the first-floor common areas to create a dynamic student space. Both projects are scheduled to be under construction in 2022, with the Starbucks portion planned to break ground in May.

ISU's library has significant need to provide a modern meeting, collaborating, and learning space for students. The outcome of the project is to redefine the first-floor space to include a new entryway, common area, and a Starbucks in the student lounge, make power resources available throughout, and provide student-focused furniture to support a variety of learning activities. Lighting upgrades will enhance the first-floor space to make a more inviting atmosphere. The first-floor student center of the library will be open to accommodate students working on projects or exam study.

This project represents a major shift from a traditional library to a resource center with specialty printing opportunities, collaboration areas where students can work without disrupting the quieter areas, and drawing students into a creative area where they can explore ideas and possibilities near the major resource areas of the library. Redefining how students can use the library's main level will give them access to comfortable, modern, and engaging spaces, sought after by today's students. The transformation of this space and its furnishings will provide our students with an environment that fosters collaboration, individual study, and social gathering areas, and allows the student to determine how the space can best meet their needs.

These changes will enable ISU to provide additional resources and opportunities to help students establish natural supports and be a part of an inclusive learning environment, enhancing their college experience and quality of life, further supporting their academic success and educational goals.

Currently, students attend most of the distance learning classes in the library basement where there is no break-out space and a small corridor system delivers students to controlled distance learning environments. The student center being developed on the first floor will be light, open, unobstructed space. The existing windows will bring light further into the space than before.

The University is happy to be able to address this need and bring the library into a new student-centered environment that will become a hub at the geographic center of campus.

IMPACT

As ISU continues to focus aggressively on enrollment growth, supporting retention efforts, and better aligning ISU's campus with the expectation of current and prospective students, this project will leverage philanthropic support, food service partner investment, and university funds to make significant improvements to a highly utilized student academic support function.

The project will leverage $1.7 million of a bequest specifically designated for library upgrades. The institution will contribute $760,000 from various reserve fund balances and ISU's foodservice provider will provide additional investment at $500,000.

Current Funding Plan

Philanthropic Support	$1,700,000
University Dedicated Funds - Library reserves - Central university reserves - Facilities energy savings fund	$760,000
Chartwells Starbucks Contribution	$500,000
Total	$2,960,000

ATTACHMENTS

Attachment 1 – Library Floorplan

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State has been thoughtful in its approach to financing projects while monitoring its debt capacity in a thoughtful and strategic way. Through a significant level of philanthropic support, ISU is able to leverage significant and needed enhancements to facilities that are long overdue for upgrades. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to proceed with construction and financing in two phases for the Library Upgrades: Common Area and Starbucks project for total costs not to exceed $2.96M.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

ATTACHMENT 1

COLORS

1. ADD NEW STOREFRONT ENTRANCE - LOCATION OPTIONS
2. ORIGINAL ENTRANCE - IMPROVE FLOW AND ACCESS INTO LIBRARY
3. RELOCATE AND REBUILD EXISTING SERVICE DESK ON MAIN LEVEL
4. REDEFINE AS MEDIA SPACE
5. REDESIGN AND REPURPOSE USE OF SPACE (RELOCATE STAFF)
6. REDEFINE SPACE
7. REDEFINE SPACE
8. EXTERIOR SPACE - REPAIRS AND IMPROVEMENTS FOR STUDENT USE
9. RELOCATE STAFF AND ADD DOORS TO MAKE ROOM FOR NEW STAFF
10. NEW LOCATION FOR STARBUCKS

FACILITIES SERVICES

"World Class Facilities Professionals Serving ISU Together

(208) 282-4086 OFFICE
(208) 282-4618 FAX

50 ELI OBOLER LIBRARY
IDAHO STATE UNIVERSITY
1000 MLK Jr. Way

Idaho State UNIVERSITY

BUILDING NUMBER	50
LEVEL	Main
DISCIPLINE	Architecture
DRAWING SCALE	1/32" = 1'-0"
UPDATED DATE	9/17/2021

BAHR

IDAHO STATE UNIVERSITY

SUBJECT

Construction and Financing College of Pharmacy Leonard Hall Renovations

REFERENCE

June 2020	Idaho State Board of Education (Board) approved Six Year Capital Improvement Plan amendment to include Leonard Hall renovations.
April 2021	Board approved planning and design for College of Pharmacy Leonard Hall Renovations for an amount not to exceed $2M.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks construction and financing approval for renovations to the College of Pharmacy, Leonard Hall. The renovation plan for Leonard Hall transforms an extremely outdated office, classroom, and laboratory space into state-of-the-art functionality. The renovation is primarily focused on upgrading the 2nd floor laboratories. Laboratories require redesign to update and modernize the spaces to fit current needs. Further, there is not ADA accessibility into lab spaces.

Laboratories are critical venues for student teaching and research in both graduate and PharmD programs. As part of the PharmD program, research facilities need to support the College of Pharmacy accreditation from the Accreditation Council for Pharmacy Education (ACPE). Poor laboratory conditions can compromise ACPE accreditation. The success of student tours during recruitment events and on-campus interviews of applicants for the PharmD program is negatively impacted by antiquated laboratories. Renovation of laboratories positively addresses key safety, recruitment, admissions, and accreditation issues facing the College of Pharmacy. Further, mechanical system improvements associated with the renovation will enhance efficiency and reduce operating costs.

ISU has received gift commitments totaling $16 million dedicated to the project. Further, ISU has submitted a request to the Permanent Building Fund Advisory Council (PBFAC) for an additional $3.4 million.

If ISU receives PBFAC funding, ISU will expand the scope of the project to provide additional teaching spaces as reflected in Attachment 1 (scenario A). If ISU does not receive PBFAC funding, ISU will maintain the currently scoped project as reflected in Attachment 1 (scenario B). Provided below are financing plans for both scenarios.

ISU requests that the Board approve the request to proceed with construction for a total project cost not to exceed $20,200,000. If additional resources are not acquired through the PBFAC, ISU will proceed with scenario A. However, the higher expenditure authority will allow ISU enough contingency in the case the construction market creates higher than anticipated bids. In this eventuality, ISU would employ institutional reserves.

Scenario A

Philanthropic Support	$14,000,000
College of Pharmacy – Philanthropic Fund	$2,030,000
Institutional Funds	$770,000
Total	$16,800,000

Scenario B

Philanthropic Support	$14,000,000
College of Pharmacy – Philanthropic Fund	$2,030,000
Institutional Funds	$770,000
PBFAC Funding	$3,400,000
Total	$20,200,000

IMPACT

Approval for construction and financing will allow ISU to complete the project by August 2025. Approval will ensure that ISU is able to effectively leverage philanthropic support to advance the academic mission of ISU and continue to produce high-quality pharmacists.

ATTACHMENTS

Attachment 1 - Leonard Hall Renovations
Attachment 2 - FY23 PBFAC ISU Project Requests

STAFF COMMENTS AND RECOMMENDATIONS

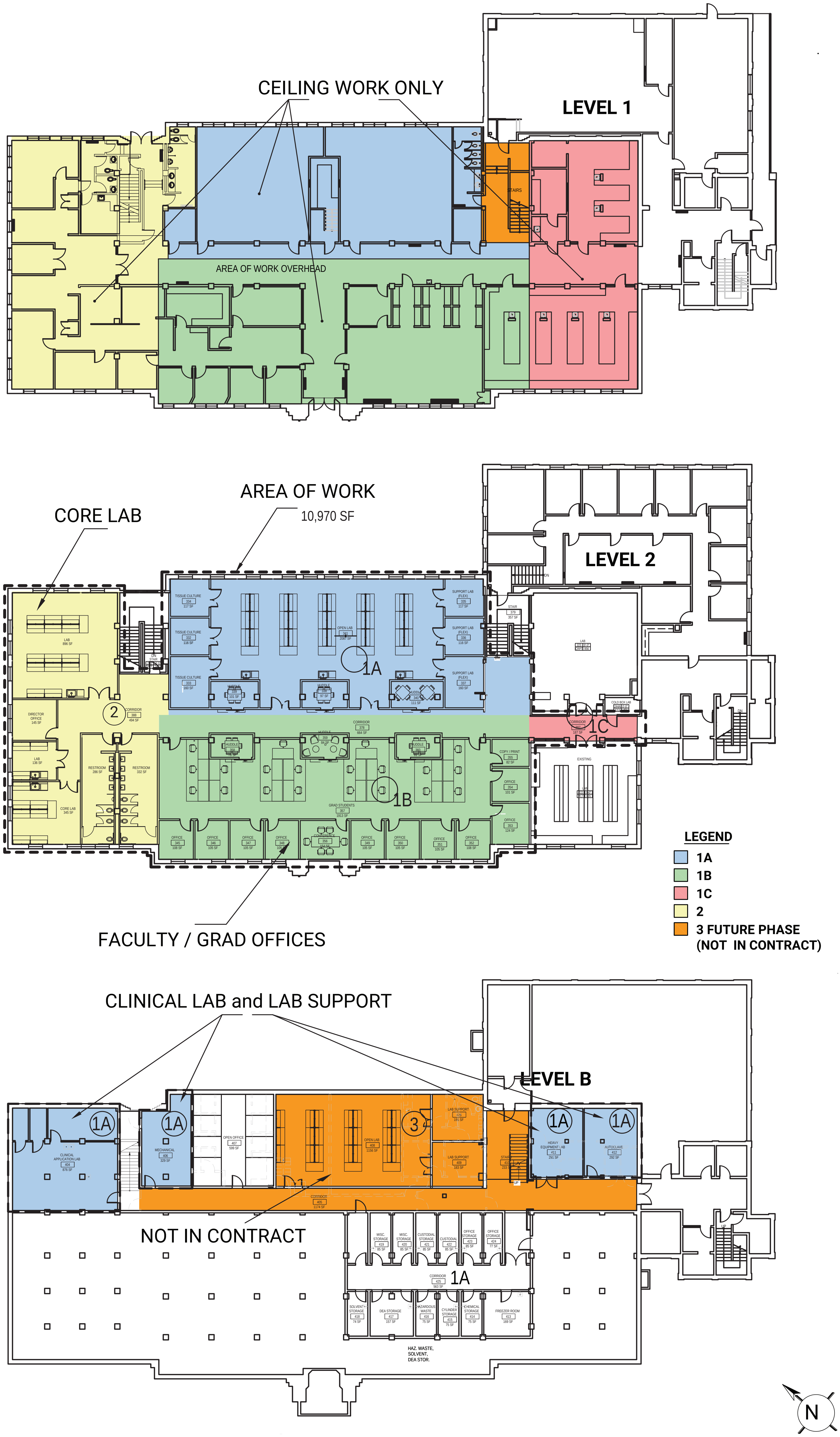
Idaho State University is demonstrating positive ways in which the campus can be updated without incurring significant debt or draining of its reserves. This project has been on ISU's plan for some time and they have invested a modest amount of internal resources to advance key projects. Whether ISU receives Permanent Building Fund support or not, the $770,000 contribution of institutional funds is a reasonable approach to a multi-million dollar project that addresses ADA requirement and aging spaces. Staff recommends approval.

BOARD ACTION

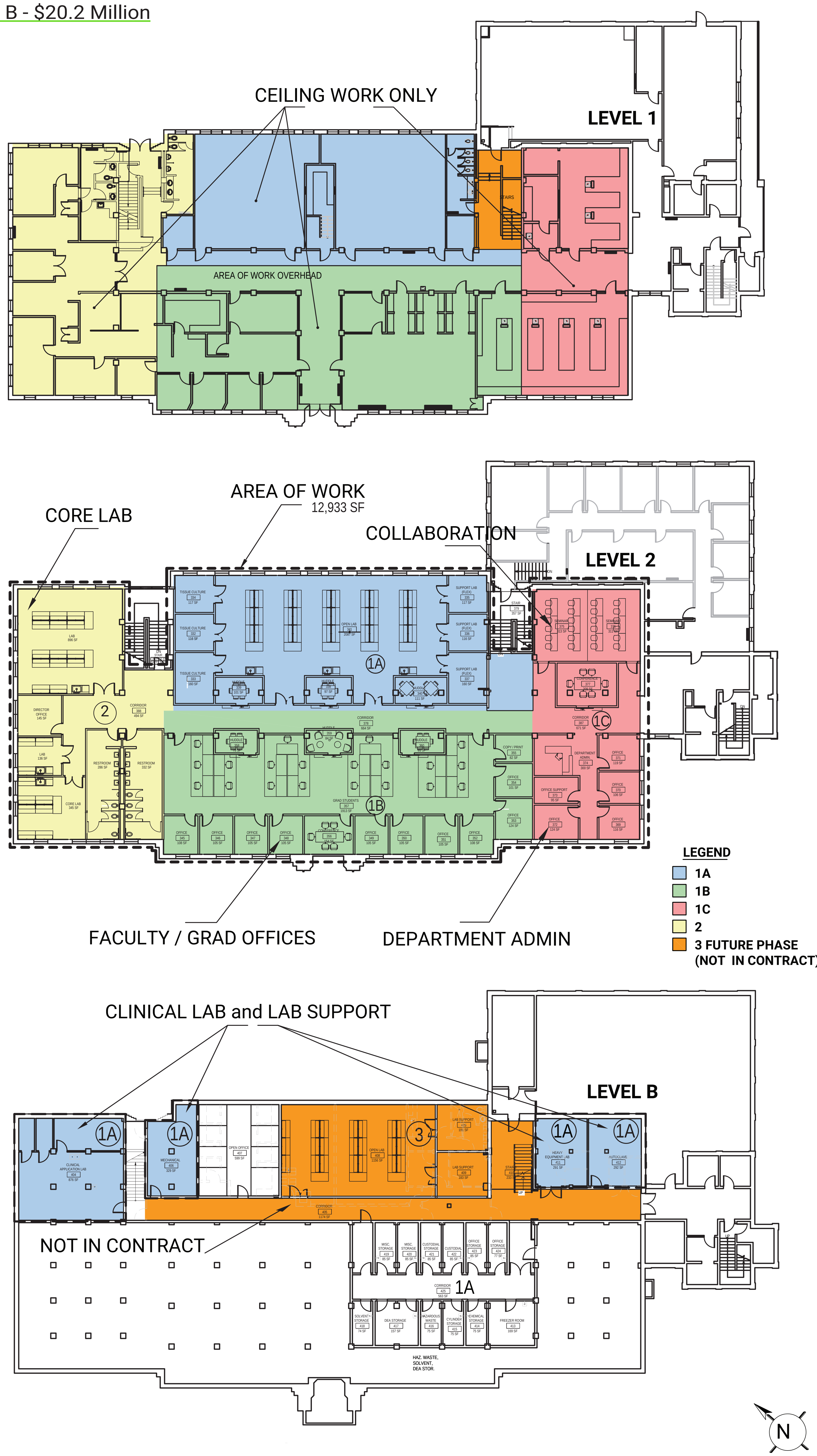
I move to approve the request by Idaho State University to proceed with the construction of Leonard Hall renovations for a total project cost not to exceed $20,200,000.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Scenario A - $16.8 MILLION



Scenario B - $20.2 Million



Alterations and Repairs 7/20/21

Location	Description	A&R/PBFAC	Priority	Running Total
099 Campus	Pocatello Campus eISU and ITRC relocation from Library and co-location of programs	$ 1,586,988	1	$ 1,586,988
005 College of Business	Corridor Floor Replacement.	$ 285,760	2	$ 1,872,748
049 Estec	Remove and replace carpet on 2nd flr. & R.R	$ 128,106	3	$ 2,000,854
099 Campus	Exterior lighting Red Hill Rd. at Reed & Cadet Field.	$ 50,378	4	$ 2,051,232
200 Meridian	Meridian repaint building exterior	$ 58,147	5	$ 2,109,379
048 College of Technology (RFC)	Replace three main RTU air handlers	$ 1,036,200	6	$ 3,145,579
099 Campus	Restore the Swanson Arch, Add ADA access	$ 280,065	7	$ 3,425,644
065 Gale Life Science Building	Gale Life Science elevator door & controls	$ 140,000	8	$ 3,565,644
099 Campus	Replacement concrete walkways & tripping hazards	$ 149,500	9	$ 3,715,144
099 Campus	Construction of back up power loop	$ 79,255	10	$ 3,794,399
045 Reed Gymnasium	Lobby floor replacement. Floor and understructure	$ 196,683	11	$ 3,991,082
015 Gravely Hall	Expansion for Psychologists - Counselor Therapy space. Backfills testing space.	$ 1,708,893	12	$ 5,699,975
011 Fine Arts	Upgrade & repair windows for energy efficiency	$ 1,286,492	13	$ 6,986,467
099 Campus	Asphalt repair in Pocatello campus parking lots. Reflects recommendations in a 5 year study plan	$ 530,585	14	$ 7,517,052
048 College of Technology	RFC-Replace 72 heat pumps tower section.	$ 1,734,480	15	$ 9,251,532

Alterations and Repairs: University Place

Location	Description	Budget	Priority	Running Total
100 Center for Higher Education	Remodel/retrofit rooms 207, 214, 215, 217, & 219 into instructional/research labs	$ 877,910	1	$ 877,910
100 Center for Higher Education	South facing windows-Repair thermal expansion issues surrounding frames, remove spandrel, straighten glazing and frames, repair stucco failures.	$ 124,200	2	$ 1,002,110

ADA

Location	Description	Budget	Priority	Running Total
PK14-G01	General Parking Lot G-01 restripe, repair, redesign, and establish accessibility to south facing sidewalk and PRT bus stops/Crosswalk 5th/Humbolt	$ 1,972,250	1	$ 1,972,250

New Capital

Location	Description	Budget	Priority	Running Total
08 Leonard Hall Pharmacy	Cost estimate overage after fundraising ($16.8M)for total cost for project phase I and part of 2	$ 3,400,000	1	3,400,000
20 Heat Plant	Project development and construction for major improvement needed to prolong the life of the plant	$ 12,000,000	74	15,400,000
University Place Polytechnic	Planning study for building a polytechnic institute	TBD	61	15,400,000

UNIVERSITY OF IDAHO

SUBJECT

2022 Refunding Bonds

REFERENCE

April 2013	The Regents approved Series 2013B Bonds (Taxable)
June 2014	The Regents approved Series 2014 Bonds

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F. Section 33-3804, Idaho Code

BACKGROUND/DISCUSSION

The University of Idaho (UI) requests the Regents of the University of Idaho (the "Regents") approval to issue one series of tax-exempt general revenue and revenue refunding bonds ("Series 2022A Bonds") pursuant to a Supplemental Resolution in an aggregate principal amount not to exceed $46,110,000 million. The proceeds of the Series 2022A Bonds will be used to (i) refund the Series 2013B Bonds, which financed and reimbursed costs for the acquisition of land of the outdoor science center in McCall; (ii) refund the Series 2014 Bonds, which financed the construction and equipping of the Integrated Research and Innovation Center, the renovation of the College of Education Building, and other improvements at UI; and (iii) finance various improvements to UI's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for University events (collectively, the "2022 Project").

The Series 2014 Bonds were issued as fixed rate bonds with a final maturity of April 1, 2045, and are callable on April 1, 2022.

The Series 2013B Bonds were taxably issued as fixed rate Bonds with a final maturity of April 1, 2033, and are callable on April 1, 2023. The Series 2013B Bonds were issued taxably due to UI's potential for private use related to the outdoor science center. Such private use did not materialize and now the Series 2013B Bonds can be refunded on a tax-exempt basis in advance of their call date with a savings to UI. The economy of scale of combining the refunding of the Series 2013B Bonds with the refunding of the Series 2014 Bonds increases the savings compared to currently refunding the Series 2013B Bonds in a stand-alone transaction.

<u>Principal Amount</u>

Total not to exceed $46,110,000 million, with the total amount allocated to the 2022 Project not to exceed $2,000,000.

Maturities and Amortization Plan
To be determined the day of pricing, currently scheduled for January 25, 2022. The maturity structure will amortize the Series 2022A Bonds such that the (i) the final maturity date of the 2022A Bonds allocated to the 2022 Project will not exceed ten (10) years; (ii) the final maturity date of the 2022A Bonds allocated to the refunding of the 2013B Refunded Bonds will not be later than April 1, 2033, the last maturity of the 2013B Refunded Bonds; and (iii) the final maturity date of the 2022A Bonds allocated to the refunding of the 2014 Refunded Bonds will not be later than April 1, 2045, the last maturity of the 2014 Refunded Bonds.

Interest Rates
Interest rates for the bonds will be determined on the day of pricing, pursuant to the delegation parameters set forth in the Supplemental Resolution.

Source of Security
The Series 2022A Bonds are secured by a general revenue pledge of UI, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships on a parity with all other University bonds.

Manner of Sale
UI plans to sell the Series 2022A Bonds through a negotiated sale with Wells Fargo Bank, National Association, acting as underwriter on a firm-commitment basis (i.e., purchases all of the bonds).

Ratings
UI's current rating is A1 by Moody's Investors Service (see most recent rating report, Attachment 3).

Rating agency review on this issuance will be conducted in January 2022, in anticipation of the 2022 issuance.

IMPACT

Lower interest rates on the Series 2022A Bonds allocated to the refunding of the Series 2013B Bonds and Series 2014 Bonds will result in debt service savings, both overall and on a present value basis. The exact amount of any savings will be determined on the day of pricing.

UI's debt burden ratio is 3.8% as of June 30, 2021 and will not be materially impacted from the Series 2022A Bonds.

ATTACHMENTS

Attachment 1 - Draft Preliminary Official Statement
Attachment 2 - Supplemental Bond Resolution
Attachment 3 - Prior Rating Report
Attachment 4 - Debt Service to Budget Graph

Attachment 5 - Ten Year Debt Projection

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho is seeking to proactively refund existing bonds and put the University of Idaho in a stronger financial position. Over the next ten years, the debt service should be reduced and will remain significantly under the Board's established 8% limit for debt service. This refunding further provides $2,000,000 for auxiliary improvements. The University's significant work in addressing its financial concerns allows them to consider this refunding to best leverage their resources. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to issue one series of tax-exempt general revenue and revenue refunding bonds to refund the Series 2013B and 2014 Bonds; finance various improvements to auxiliary services in an amount not to exceed $2 million; and to find that this project is necessary for the proper operation of LCSC and is economically feasible.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

AND

I move to approve a Supplemental Resolution for the Series 2022A Bonds, the title of which is as follows:

> A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue and Revenue Refunding Bonds, Series 2022; Delegating Authority to Approve the Terms and Provisions of the Bonds, and the Aggregate Principal Amount of the Bonds up to $46,110,000; 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 Bonds.

<u>Roll call vote is required.</u>

Moved by __________ Seconded by __________ Carried Yes _____ No _____

New Issue—Book Entry Only MOODY'S RATING: ___

See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2022A Bonds [(including any original discount properly allocable to the owner of a Series 2022A Bond)] is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2022A Bonds (the "Tax Code"); (ii) interest on the Series 2022A Bonds is not a specific preference item for purposes of the federal alternative minimum tax as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2022A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- Series 2022A Bonds*."*

$xx,xxx,xxx*

THE REGENTS OF THE UNIVERSITY OF IDAHO

GENERAL REVENUE AND REVENUE REFUNDING BONDS, SERIES 2022A

Dated: Date of Delivery **Due: April 1, as shown on the inside cover**

Article IX, Section 10 of the Constitution of the State of Idaho confirmed the Regents (the "Regents") as the governing body for the University of Idaho (the "University"). The Regents of the University of Idaho General Revenue and Revenue Refunding Bonds, Series 2022A in the aggregate principal amount of $xx,xxx,xxx* (the "Series 2022A Bonds"), will be issued by the Regents of the University pursuant to a Master Resolution adopted by the Regents of the University on November 22, 1991, as supplemented and amended, including a Supplemental Resolution adopted on December 15, 2021.

The proceeds of the Series 2022A Bonds will be used (i) to finance various improvements to the University's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for University events (collectively, the "2022 Project"), (ii) refund certain of the University's outstanding bonds (the "Refunding Project") and (iii) to pay costs of issuing the Series 2022A Bonds. The Series 2022A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2022A Bonds. Interest on the Series 2022A Bonds is payable on each October 1 and April 1, commencing October 1, 2022. The Series 2022A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The Series 2022A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE SERIES 2022A BONDS" herein.

THE SERIES 2022A 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. THE SERIES 2022A BONDS SHALL NOT CONSTITUTE A DEBT–LEGAL, MORAL OR OTHERWISE–OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE SERIES 2022A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE SERIES 2022A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

The scheduled payment of principal of and interest on the Series 2022A Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2022A Bonds. The University will review proposals for insurance and make a determination based on market rates and conditions. ***[to be updated with appropriate language for maturity selection.]***

See Inside Cover for Maturity Schedule

The Series 2022A Bonds are offered when, as and if issued and received by the Underwriter (hereinafter defined), subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, bond counsel, and certain other conditions. Certain matters will be passed on for the Regents and the University by its Office of General Counsel, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. Certain matters will be passed on for the Underwriter by its counsel Kutak Rock LLP. It is expected that the Series 2022A Bonds will be available for delivery through the facilities of DTC on or about [February 24, 2022].[*]

WELLS FARGO SECURITIES

THE REGENTS OF THE UNIVERSITY OF IDAHO

$XX,XXX,XXX*

GENERAL REVENUE AND REVENUE REFUNDING BONDS,

SERIES 2022A

DUE	PRINCIPAL AMOUNT*	INTEREST RATE	YIELD	CUSIP NO.**
4/1/2023				
4/1/2024				
4/1/2025				
4/1/2026				
4/1/2027				
4/1/2028				
4/1/2029				
4/1/2030				
4/1/2031				
4/1/2032				
4/1/2033				
4/1/2034				
4/1/2035				
4/1/2036				
4/1/2037				
4/1/2038				
4/1/2039				
4/1/2040				
4/1/2041				
4/1/2042				
4/1/2043				
4/1/2044				
4/1/2045				

* Preliminary; subject to change.

** CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. 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 2022A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Series 2022A Bonds or as indicated above.

THE REGENTS OF THE UNIVERSITY OF IDAHO

AND

STATE BOARD OF EDUCATION

UNIVERSITY OFFICIALS

C. Scott Green — President
Torrey Lawrence —Provost and Executive Vice President
Brian Foisy — Vice President for Finance and Administration
Christopher Nomura — Vice President of Research and Economic Development
Mary Kay McFadden — Vice President for University Advancement
James E.M. Craig — General Counsel
Dan Ewart — Vice President for Information Technology Services

BOND AND DISCLOSURE COUNSEL

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
Boise, Idaho 83701-1617
Phone: (208) 344-6000
Fax: (208) 954-5285

TRUSTEE AND PAYING AGENT

Computershare Trust Company, N.A.
600 S. 4th Street
7th Floor, MAC N9300-070
Minneapolis, MN 55415
Phone: ___________

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
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Minneapolis, MN 55402
Phone: (612) 338-3535
Fax: (612) 338-7264

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GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board (as hereafter defined), the Regents, the University or Wells Fargo Bank, National Association. (the "Underwriter") to give any information or to make any representations with respect to the Series 2022A Bonds, 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 2022A Bonds, nor shall there be any sale of the Series 2022A 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 University, the Board, DTC and certain other sources that the University believes 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, and 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 University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Series 2022A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

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 MAY BE A CRIMINAL OFFENSE.

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.

The 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.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Preliminary Official Statement.

PRELIMINARY OFFICIAL STATEMENT

THE REGENTS OF THE UNIVERSITY OF IDAHO

$xx,xxx,xxx*

GENERAL REVENUE AND REVENUE REFUNDING BONDS,
SERIES 2022A

INTRODUCTION

GENERAL

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the $xx,xxx,xxx* The Regents of the University of Idaho General Revenue and Revenue Refunding Bonds, Series 2022A (the "*Series 2022A Bonds*").

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. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in "APPENDIX C– GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT."

THE REGENTS AND THE UNIVERSITY OF IDAHO

A comprehensive land-grant institution, the University of Idaho (the "*University*") is the State of Idaho's (the "*State*") oldest institution of higher learning. Its main campus is located in Moscow, Idaho. With an enrollment of approximately 11,300 full and part-time students, the University has been charged with primary responsibility in the State for advanced research and graduate education. The University was established in Moscow in 1889 by the Territorial Legislature, and provisions of the University's Charter as a territorial university are incorporated into the Idaho State Constitution. Policy direction of the University is vested in The Regents of the University of Idaho (the "*Regents*"), which members also serve as the Idaho State Board of Education (the "*Board*").

Certain references herein to the "Regents" shall be deemed to refer to the University or other appropriate authority pursuant to the Act and other applicable laws, as appropriate.

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*Preliminary, subject to change.

AUTHORIZATION FOR AND PURPOSE OF THE SERIES 2022A BONDS

The Series 2022A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Regents on November 22, 1991, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a supplemental resolution adopted by the Regents on December 15, 2021, authorizing the issuance of the Series 2022A Bonds (collectively with the Master Resolution, the "*Resolution*").

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the "*Outstanding Bonds*"), which as of January 1, 2022, were outstanding in the principal amount of $145,020,000 (including the 2014 Refunded Bonds and 2013B Refunded Bonds, as defined herein). The Series 2022A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the "Bonds" or the "General Revenue Bonds." See "DEBT SERVICE REQUIREMENTS" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt."

The proceeds of the Series 2022A Bonds will be used (i) to finance various improvements to the University's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for University events (collectively, the "2022 Project"), (ii) to refund all or a portion of the University's General Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), which were issued on July 10, 2014 in the aggregate principal amount of $48,660,000 and the refund all or a portion of the University's General Revenue Bonds, Series 2013B (Taxable) (the "2013B Bonds"), which were issued on May 29, 2013 in the aggregate principal amount of $6,325,000, and (iii) to pay costs of issuing the Series 2022A Bonds.

The refunding of certain of the 2014 Bonds and 2013B Bonds is referred to herein as the "Refunding Project."

SECURITY FOR THE SERIES 2022A BONDS

The Series 2022A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with the other Bonds. Pledged Revenues include (i) student fees consisting of tuition, activity, technology, facility and other fess (collectively, "Student Fees"); (ii) all revenues generated through operations of auxiliary enterprises and revenues generated incidentally to the conduct of instruction, research and public service activities ("*Sales and Services Revenues*"); (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the "*F&A Recovery Revenues*"); (iv) various revenues generated from miscellaneous sources, including fines, rent and lease revenues (the "*Other Operating Revenues*"); (v) income generated on investments of money in all unrestricted funds and accounts of the University (the "*Investment Income*"), (vi) proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and (vii) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues.

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on all Outstanding Bonds for each Fiscal Year. See "SECURITY FOR THE SERIES 2022A BONDS–Rate Covenant."

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the Series 2022A Bonds, and its other parity Outstanding Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "SECURITY FOR THE SERIES 2022A BONDS–Additional Bonds."

TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2022A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2022A Bonds (the "*Tax Code*"); (ii) interest on the Series 2022A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2022A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS" herein.

UNIVERSITY FINANCIAL POSITION

The University has ended the last two fiscal years with positive results and increases in net position. These results, after two years of net position decreases, followed a variety of budgetary measures implemented in Fiscal Years 2020 and 2021. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY–University Financial Position."

THE SERIES 2022A BONDS

DESCRIPTION OF THE SERIES 2022A BONDS

The Series 2022A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The Series 2022A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2022A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2022. Interest on the Series 2022A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Computershare Trust Company, N. A., is the trustee, paying agent and dissemination agent for the Series 2022A Bonds (the "*Trustee*").

The Series 2022A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of $5,000 or any integral multiple thereof within a maturity.

The scheduled payment of principal of and interest [on all or a portion] of the Series 2022A Bonds (the "*Insured Bonds*"), when due, will be guaranteed by a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds. ***[update when particular maturities are identified]***

BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York ("*DTC*"), will act as initial securities depository for the Series 2022A Bonds. The ownership of one fully registered Series 2022A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the Series 2022A Bonds remain in a "book-entry only" transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the Series 2022A Bonds. See "APPENDIX G — BOOK ENTRY TRANSFER SYSTEM" for additional information. *As indicated therein, certain information in APPENDIX G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in APPENDIX G provided by DTC. Purchasers of the Series 2022A Bonds should confirm this information with DTC or its participants.*

REDEMPTION AND OPEN MARKET PURCHASE

Optional Redemption. The Series 2022A Bonds maturing on or after April 1, 20__ are subject to redemption at the option of the University at any time on or after April 1, 20__, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2022A Bonds shall be at a price of 100% of the principal amount of the Series 2022A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. The Series 2022A Bonds maturing on April 1, _______ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2022A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:]

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	$
*	

*Stated Maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2022A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first-class mail, postage prepaid, addressed to the registered owners of such Series 2022A Bonds to be redeemed at the addresses appearing on the registry books kept by the

Trustee. With respect to any notice of optional redemption of Series 2022A Bonds, unless upon the giving of such notice such Series 2022A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2022A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2022A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all Series 2022A Bonds are to be redeemed, the particular maturities of such Series 2022A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of any maturity of the Series 2022A Bonds is to be redeemed, the Series 2022A Bonds to be redeemed will be selected by lot. If less than all of a Series 2022A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

Effect of Redemption. When called for redemption as described above, the Series 2022A Bonds will 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 Series 2022A Bonds will no longer be deemed to be Outstanding as of such redemption date.

Open Market Purchase. The University has reserved the right to purchase the Series 2022A Bonds on the open market at a price equal to or less than par. In the event the University purchases the Series 2022A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Series 2022A Bonds so purchased are to be credited at the par amount thereof against the debt service requirement next becoming due. In the event the University purchases term Series 2022A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term Series 2022A Bonds so purchased are to be credited against the mandatory redemption amounts next becoming due. All Series 2022A Bonds so purchased are to be cancelled.

SECURITY FOR THE SERIES 2022A BONDS

GENERAL

The Series 2022A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with all Outstanding Bonds and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

(i) Student Fees;

(ii) Sales and Services Revenues;

(iii) F&A Recovery Revenues;

(iv) Other Operating Revenues;

(v) Investment Income;

(vi) Proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and

(vii) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see "PLEDGED REVENUES" below. For the amounts of Pledged Revenues in recent years, see "HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE" below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" AND "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

PLEDGED REVENUES

Student Fees. The Regents have the exclusive ability to establish and collect tuition charges and student fees for resident and non-resident, graduate and professional students attending the University. Tuition and student fee charges are not subject to a referendum by students or approval by any other governmental entity. The Regents have established a policy that the University may not request more than a 10% annual increase in the total full-time tuition and student fees unless otherwise authorized by the Regents. The Regents' established policy is to announce and conduct a public hearing on the modification of any fees, which has traditionally occurred annually, with fee adjustments effective for the subsequent fall term each year. There is no prohibition, however, which would preclude the Regents from adjusting fees (for collection beginning with the next academic year) at any time.

In December 2019, in an effort to demonstrate a commitment to maintaining affordable higher education for Idahoans, the Presidents of Idaho's public, four-year higher education institutions announced to the Board and the public their agreement not to seek a tuition increase for resident undergraduate students for the 2020-2021 academic year. In accordance with such commitment, the Regents did not increase fees for the 2020-2021 academic year. In April 2021, the Regents voted again to hold fees steady for resident undergraduate students in the 2021-2022 academic year, and adopted only a modest increase in non-resident undergraduate fees.

For the Fiscal Year ending June 30, 2020, the total annual tuition and student fees assessed against full-time undergraduate students were $8,304 (Idaho residents) and $27,540 (non-Idaho residents), with total revenues derived from such tuition and student fees equal to $97,404,612. For the Fiscal Year ending June 30, 2021, the total annual tuition and student fees assessed against full-time undergraduate students were $8,304 (Idaho residents) and $27,540 (non-Idaho residents), with the total revenues derived from such tuition and student fees equal to $97,737,286. For Fiscal Year 2022, the University has assessed against full-time undergraduate students $8,340 (Idaho residents) and $27,576 (non-Idaho residents) an increase of less than half of a percent.

See "APPENDIX B — SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for Fiscal Years 2018-2022.

Sales and Services Revenues. Sales and Services Revenues include pledged revenues generated through operations of auxiliary enterprises and revenues generated incidental to the conduct of instruction, research and public service activities. The majority of these revenues are generated through auxiliaries including the housing and student union operations, bookstore sales, parking charges, ticket and event sales, recreation center activity charges, and other miscellaneous operations. See "THE UNIVERSITY" herein for a description of the University's primary revenue generating facilities. Examples of revenues generated incidental to education are unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services or products, and sales of agriculture and forest products.

Sales and Services Revenues pledged for the Fiscal Years ended June 30, 2020 and June 30, 2021 were $30,048,303 and $26,234,783, respectively. Sales and Services Revenues are driven predominantly by student-related revenues and therefore generally parallel increases or decreases in full-time, on-campus student enrollment.

Sales and Services Revenues have shown declines over the last three years. These declines are due to a slightly lower proportion of full time, on campus students, and an accounting change related to the University's food services contract. Prior to 2018, the University recorded gross food service revenues and a corresponding expense payment to its food service provider. In 2018, the food service provider began collecting all revenues and making payment to the University for the University's share of revenues. While the net income is the same to the University, since it no longer reports a corresponding expense, the contractual change results in, for accounting purposes, lower Sales and Services Revenues. See "HISTORICAL PLEDGED REVENUES" below for further comparisons.

The Coronavirus Disease 2019 ("*COVID-19*") also impacted Sales and Services Revenues, resulting in approximately $2.4 million less revenues for Fiscal Year 2020 compared to Fiscal Year 2019, and another $3.8 million less revenues for Fiscal Year 2021. Like many universities, the University refunded students for portions of unused dining plans and while the University did receive federal reimbursement for a portion of student refunds, the University also experienced a decrease in overall dining revenue, for which it did not receive reimbursement. The University also saw a decline in Sales and Services Revenues as a result of reduced revenues from media contracts. See "CORONAVIRUS DISEASE 2019 – Budget and Revenue Effects" below for further discussion.

F&A Recovery Revenues. A portion of funds received each year for University activity sponsored by the private sector, the State or the federal government ("*Sponsored Activity*") is provided to pay the direct costs of the Sponsored Activity, such as salaries for scientists and material and labor used to perform research projects. F&A Recovery Revenues make up the balance granted and are used to pay facilities administrative costs, which encompass spending by the University on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs associated with sponsored project activity. Unlike the revenues for direct costs of Sponsored Activity, F&A Recovery Revenues are not restricted and are available as Pledged Revenues. F&A

Recovery Revenues for Fiscal Years ended June 30, 2020 and June 30, 2021 were $12,749,973 and $12,792,063, respectively.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Other Operating Revenues are primarily comprised of royalty income, subsidies and rebates, deposit forfeitures, fines and late fees, and patent revenues, with a small portion from other sporadic revenue sources. Beginning in Fiscal Year 2019, the University began recording subsidies and rebates associated with the University's self-insured health plan as a reduction in benefits expense, whereas they had previously been recorded as Other Operating Revenues, which resulted in a decrease in Other Operating Revenues. In Fiscal Years ended June 30, 2020 and June 30, 2021, the University generated Other Operating Revenues in the amounts of $6,201,539 and $6,515,092, respectively. Because Other Operating Revenues are comprised of a wide variety of smaller revenue sources, such revenue can vary significantly from year-to-year.

Investment Income. Investment Income, which includes all of the University's unrestricted investment income, is pledged to repayment of the Series 2022A Bonds and other Bonds issued under the Resolution. The amount of Investment Income pledged to the Bonds will not match the amount of investment income shown in the University's audited financial statements which includes restricted investment income.

For the Fiscal Years ended June 30, 2020 and June 30, 2021, pledged Investment Income earned by the University was $1,402,000 and $1,338,008, respectively.

HISTORICAL PLEDGED REVENUES

The following table shows the Pledged Revenues available for debt service for Fiscal Years 2017 through 2021. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the Series 2022A Bonds will be approximately $____________.*

(Remainder of page intentionally left blank.)

*Preliminary, subject to change.

Historical Pledged Revenues

	2017	2018	2019	2020	2021
Student Fees	$86,340,857	$95,794,002	$99,431,771	$97,404,612	$92,737,286
Sales and Services Revenues	42,503,972[1]	31,849,603[1]	32,842,624	30,048,303	26,234,783
Other Operating Revenues[2]	4,821,065	7,485,668	4,538,946	6,201,539	6,515,092
Investment Income	2,637,513	2,768,497	2,414,318	1,402,000	1,338,008
F&A Recovery Revenues	11,416,369	11,150,633	11,223,062	12,749,973	12,792,063
Direct Payments for Series 2010B Bonds	297,732	297,732	297,732	--[3]	--[3]
PLEDGED REVENUES AVAILABLE FOR DEBT SERVICE	$148,017,508	$149,346,135	$151,220,816	$147,806,427	$139,617,232

[1] Sales and Services Revenues have shown declines over the last four years. These declines in Fiscal Years 2017, 2018, and 2019 were due to a slightly lower proportion of full time, on campus students, and an accounting change in 2018 related to the University's food services contract. The decline in Fiscal Year 2020 was due to the impacts of COVID-19. "See PLEDGED REVENUES—*Sales and Services Revenues*" above.

[2] Other Operating Revenues includes a wide variety of smaller revenue sources and therefore fluctuates year to year. "See PLEDGED REVENUES—*Other Operating Revenues*" above.

[3] The 2010B Bonds were refunded and are no longer outstanding.

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess money in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on Outstanding Bonds for each Fiscal Year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing projects, the University must receive Board approval and must also satisfy certain conditions, including, but not limited to, the filing with the Trustee of:

(i) A copy of the supplemental resolution authorizing the Additional Bonds;

(ii) A Written 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 supplemental resolution with respect to any Outstanding Bonds;

(iii) A Written Certificate of the University setting forth the then estimated completion date and the then estimated cost of construction of the project being financed by the Additional Bonds; and

(iv) A Written Certificate of the University showing that estimated Pledged Revenues (assuming completion of the proposed project on its then estimated completion date) (1) will equal at least 100% of the debt service on all Outstanding Bonds and any Additional Bonds proposed to be issued for each Fiscal Year of the University during which any 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 (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds issued will be Outstanding, if interest during construction of the project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii) above. Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than $25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written 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.

PAYMENT AGREEMENTS

The Resolution authorizes the University to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution, taking into consideration regularly scheduled Payment Agreement Payments and Receipts, if any, under the Payment Agreement. See "APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Payment Agreements."

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the Series 2022A Bonds or the Outstanding Bonds.

REFUNDING PROJECT

The University is pursuing the Refunding Project to generate debt service savings. A portion of the proceeds of the Series 2022A Bonds, will be used to currently refund the outstanding 2013B Bonds maturing on the dates shown below on a tax-exempt basis (the "2013B Refunded Bonds"). See "SOURCES AND USES OF FUNDS."

The 2013B Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2023, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

April 1	Outstanding Principal Amount	Interest	CUSIP 914318
2024	$305,000	3.100	H37
2025	315,000	3.300	H45
2026	325,000	3.500	H52
2027	335,000	3.650	H60
2028	350,000	3.800	H78
2029	365,000	3.900	H94
2030	375,000	4.000	J27
2033*	1,225,000	4.300	H86

* Term bond stated maturity

A portion of the proceeds of the Series 2022A Bonds, will be used to currently refund the outstanding 2014 Bonds maturing on the dates shown below on a tax-exempt basis (the "2014 Refunded Bonds"). See "SOURCES AND USES OF FUNDS."

The 2014 Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2022, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

			CUSIP

April 1	Outstanding Principal Amount	Interest	914318
2023	$980,000	5.00%	V80
2024	1,035,000	5.00	V98
2025	1,080,000	5.00	W22
2026	1,135,000	5.00	W30
2027	1,195,000	5.00	W48
2028	1,255,000	5.00	W55
2029	1,315,000	5.00	W63
2030	1,385,000	5.00	W71
2031	1,450,000	5.00	W89
2032	1,525,000	5.00	W97
2033	1,605,000	5.00	X21
2035*	3,420,000	4.00	X39
2039*	7,855,000	5.25	X47
2045*	14,780,000	4.00	X54

* Term bond stated maturity

SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the Series 2022A Bonds are estimated to be as follows:

SOURCES:	
Aggregate Principal Amount of Series 2022A Bonds ……………………..	$ ____________
Original Net Issue Premium of Series 2022A Bonds ……......................	____________
TOTAL	$__________
USES:	
2013B Escrow Account to Refund the 2013B Refunded Bonds…..........…	$ ____________
2014 Escrow Account to Refund the 2014 Refunded Bonds…...............…	$ ____________
2022A Project Account …………………………………………………..	$ ____________
TOTAL	$____

* Includes legal, financial advisor, rating agency, trustee, paying agent, insurance, and underwriter's discount, rounding and contingency.

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DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the Series 2022A Bonds.

FISCAL YEAR END 6/30	OUTSTANDING BONDS[1]	SERIES 2022A BONDS* PRINCIPAL	INTEREST	TOTAL
2022	$11,716,066			
2023	8,678,143			
2024	8,368,943			
2025	8,350,443			
2026	8,348,258			
2027	7,326,488			
2028	7,317,550			
2029	7,318,300			
2030	7,305,006			
2031	7,298,294			
2032	7,297,331			
2033	7,196,450			
2034	7,065,150			
2035	7,052,650			
2036	7,039,650			
2037	7,035,650			
2038	7,014,650			
2039	7,006,900			
2040	7,008,250			
2041	6,982,550			
2042	1,635,500			
2043	1,632,750			
2044	1,632,500			
2045	1,634,500			
2046	1,633,500	-	-	
2047	1,634,500	-	-	
2048	1,632,250	-	-	
2049	1,631,750	-	-	
2050	1,632,750	-	-	
TOTAL[2]	167,426,720			

*Preliminary, subject to change.
[1] Does not reflect the debt service on the 2014 Refunded Bonds.
[2] Totals will vary from other representations of outstanding indebtedness due to exclusion of 2014 Refunded Bonds and 2013B Refunded Bonds and inclusion of anticipated Series 2022A Bonds.

THE UNIVERSITY

Student body representation at the University is from every state in the United States and 60 foreign countries. The University alumni population exceeds 100,000. The University's main campus is located in Moscow, Idaho, a community of approximately 25,700 people in the northern portion of the State, about one-mile east of the Washington border and approximately 80 miles south of Coeur d'Alene, Idaho.

University property includes approximately 24,400 acres and 315 buildings, of which 1,368 acres and 250 buildings are located at its main campus in Moscow, and 11,400 are subject to a long-term capitalized lease. The University operates twelve research centers and institutes and six demonstration and training farms with a total of about 1,000 acres used by forestry and agricultural students. The University owns and actively manages 10,300 acres of forest lands, a 65-acre field research station in one of Idaho’s federally designated wilderness areas, and ten research and extension centers in agricultural areas throughout Idaho. The University also operates a Research Park in Post Falls and Resident Instructional Centers in Boise, Coeur d'Alene and Idaho Falls, and University level programming, including a K-12 Outdoor Science School on its field campus in McCall.

In 2020, the University acquired a 350-acre dairy site in Minidoka County and 6 acres for a discovery center in Jerome for the CAFÉ Program. In July 2021, the University entered into a long-term capitalized lease, with a purchase option, for a building and personal property in Boise, Idaho to house the University’s growing satellite law school program.

The University's academic structure includes ten degree-granting colleges: the Colleges of Agricultural and Life Science; Art and Architecture; Business and Economics; Education, Health and Human Sciences; Engineering; Graduate Studies; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. In addition to degree programs in each of these colleges, the University includes a College of Graduate Studies and offers medical training for students in association with the University of Washington, School of Medicine. The University has several cooperative programs with Washington State University (located in Pullman, Washington, eight miles from Moscow), including a joint veterinary medical program. The University has an optional officer education program, leading to a regular or reserve commission in the U.S. Army, Navy, Marines or Air Force.

For the second year in a row, U.S. News & World Report named the University as a top public institution in the West on its list of Top 50 Best Value colleges, placing the University’s land-grant institution at number 28 for fall 2021, up nine spots from fall 2020. The University is also ranked as a top 100 public university – at number 83 for 2021.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Regents, which also serves as the Idaho State Board of Education, the Board for Boise State University in Boise, Idaho, the Board of Trustees for Idaho State University in Pocatello, Idaho, the Board of Trustees for Lewis Clark State College in Lewiston, Idaho, and the State Board for Professional Technical Education and Vocational Rehabilitation.

The Board also oversees aspects of the College of Western Idaho in Boise, North Idaho College in Coeur d'Alene, and College of Eastern Idaho in Idaho Falls, in concert with the respective Boards of those three institutions. The Governor appoints seven of the members to the Board for five-year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

BOARD OF TRUSTEES OF THE REGENTS OF THE UNIVERSITY OF IDAHO AND STATE BOARD OF EDUCATION

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES JUNE
Kurt Liebich (President)	Preston	Chairman/CEO RedBuilt LLC/New Wood Resources LLC	2024
David Hill (Vice President)	Boise	Retired Deputy Director at ID National Laboratory	2022
Linda Clark (Secretary)	Preston	Retired Superintendent	2026
Cindy Siddoway	Terreton	Owner of Sheep Ranch and Elk/Bison Hunting Preserve	2025
Cally J. Roach	Fairfield	Retired V.P. of Corporate Relations – Clear Springs Foods	2023
Shawn Keough	Sandpoint	Executive Director- Associated Logging Contractors	2024
Bill Gilbert	Boise	Co-founder of Caprock	2026
Sherri Ybarra*	Mountain Home	Superintendent of Public Instruction	Elected

* Ms. Ybarra was re-elected State Superintendent of Public Instruction in 2018 for a four year term ending January 1, 2023.

The State Board of Education has an approximately 27 member, full time professional staff headed by Matt Freeman, Executive Director. His appointment became effective 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 Regents. Following is a brief biographical resume of President Green and his executive staff at a Vice President level.

C. Scott Green – President. Mr. Green took office as the 19th president of the University of Idaho July 1, 2019. Mr. Green joins the University as a highly accomplished executive, with a career in global finance, operations and administration. President Green served in various roles for Boise Cascade Corporation, Deloitte and Touche, Goldman Sachs and ING Barings. He published two books on the Sarbanes-Oxley Act of 2002. Mr. Green most recently served as the chief operating and financial officer for Hogan Lovells, one of the largest law firms in the world, where he led the firm's worldwide operations, technology, conflicts and finance functions. Mr. Green received a B.S. degree in accounting from the University and a master's degree in business administration from Harvard University. Prior to taking the Office of President, Mr. Green provided years of service to the University on the Alumni Board, the College of Business and Economics Advisory Board and on the University Foundation Board.

Torrey Lawrence – Provost and Executive Vice President. Torrey Lawrence began his role as the Interim Provost and Executive Vice President on May 4, 2020, and was subsequently fully appointed to the role on December 4, 2020 after a competitive national search. In this role he serves as the University's Chief Academic Officer, directly responsible for the general direction of all academic programs, endeavors and instructional services on the Moscow campus, as well as the University's statewide academic, outreach ad research initiatives. Mr. Lawrence served as Vice

Provost for Faculty at the University from 2018 until his transition to his current role. Mr. Lawrence received both his bachelor's degree and master's degree in music from Northwestern University and received a doctoral degree in musical arts from University of Oregon.

Brian Foisy –Vice President for Finance and Administration. Brian Foisy assumed his position at the University as Vice President for Finance and Administration on August 31, 2015. He previously served as Vice President for Administration and Finance at Minot State University in Minot, North Dakota. Prior to that, he served as the Vice President for Finance and Administrative Services at Utah College of Applied Technology. Mr. Foisy received a bachelor's degree and Master of Accountancy from Southern Utah University.

Christopher Nomura – Vice President for Research and Economic Development. Christopher Nomura was appointed the Vice President for Research and Economic Development in October 2020. Before joining the University, Mr. Nomura served as the Vice President for Research at the State University of New York in the College of Environmental Science and Forestry. He earned his bachelor's degree in biology from University of California at Santa Cruz and his doctoral degree in biochemistry, microbiology and molecular biology at The Pennsylvania State University. Mr. Nomura is an internationally recognized scientist/administrator with an outstanding record of publications, grantsmanship and student mentoring.

Mary Kay McFadden – Vice President for University Advancement. Mary Kay McFadden rejoined the University in September 2015 after beginning her career at the University in 1980. Prior to returning to the University, Ms. McFadden served as Vice President of Development, Family and Alumni Relations at Olin College of Engineering in Needham, Massachusetts, and most recently worked at Seattle University as the Vice President for University Advancement. Ms. McFadden earned a bachelor's degree in communications from the University and an Executive MBA from Seattle University.

Dan Ewart – Vice President for Information Technology Services. Mr. Ewart assumed his position in April 2015. His experience prior to the University includes ten years at the University of Wyoming as Director of Information Services and eight years in private industry. Mr. Ewart received a bachelor's degree in management information systems and a Master of Public Administration, both from the University of Wyoming.

James E.M. Craig – General Counsel. Mr. Craig was appointed to serve as the University's General Counsel effective July 1, 2020. He has worked for the University since March 2016 as Deputy General Counsel. Mr. Craig received his bachelor's degree from the University of Idaho, his juris doctorate degree from the University of Idaho College of Law, and his LL.M. degree from the Washington College of Law at American University. Prior to joining the University in 2016, Mr. Craig worked as a law clerk for a state district court judge, worked for over five years as a deputy prosecuting attorney for two different Idaho counties, and worked as an attorney for the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement for almost eight years. In November 2015, he received the DHS Secretary's Silver Medal Award, the second highest award given by the DHS secretary to DHS employees.

CERTAIN UNIVERSITY FACILITIES

Facilities Generating Sales and Service Revenue. The University's housing and student union facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) currently include (i) 11 residence hall buildings containing dormitory style student living (collectively, the "*University Residence Halls*"); (ii) three apartment complexes, which provide housing for upper class students and students with families (collectively, the "*University Apartment Complexes*"), and (iii) the Idaho Student Union Building (the "*ISUB*"). Revenues from the University's parking facilities (the "*University Parking Facilities*") also constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues.

University Residence Halls. The University Residence Halls can accommodate, collectively, up to 2,077 students, with an average of approximately 2,020 beds available. The University Residence Halls offer a variety of amenities including: (i) computer labs and in-room wireless high-speed internet; (ii) recreational and lounge space; (iii) laundry facilities; (iv) kitchen areas; and (v) academic/study space. Over the past five Fiscal Years ending June 30, 2021, the average fall occupancy rate for the University Residence Halls was 84%, and the occupancy rate for fall 2020 was 78%, taking into account a reduced number of beds due to COVID-19 social distancing protocols. All beds are available were available for fall 2021 and the occupancy rate was 83%.

University Apartments. The University Apartment Complexes provide a collective 214 apartments, ranging in size from one-bedroom to four bedrooms available for occupancy by students and their families. Amenities available at University Apartment Complexes include: (i) high-speed wireless internet connections; (ii) in-apartment laundry hook-ups; (iii) play areas; and (iv) a community center. The average fall occupancy rate for the University Apartment Complexes over the past five Fiscal Years ending June 30, 2021, was 93% and the occupancy rate for fall 2020 was 95%, taking into account a reduced number of apartments due to the need for COVID-19 isolation space. All apartments were available for fall 2021 and the occupancy rate was 95%.

Idaho Student Union Building. Completed in 2000, the ISUB is designed to be the center of campus life and provides programs, amenities, and services to enhance the educational experience of University students. The ISUB is a multi-use facility with approximately 100,000 square feet. The facility houses offices for student government, other student organizations, conference rooms with state-of-the-art technology, and academic support services. In addition, the ISUB has an information desk, food court, coffee shop, convenience store, credit union, copy center, art gallery, computer kiosks, ATMs and administrative offices. The facilities infrastructure includes high-speed LAN and video data capabilities, public lounges, wireless network, computer checkout, and flat screen monitors to provide information about building and campus activities. The ISUB was formerly known as the Idaho Commons Building and was renamed in the fall of 2019. In conjunction with the renaming of the building in 2019, a student board was created to help provide input and recommendations for use of the ISUB.

Parking Facilities. Currently, the University Parking Facilities are comprised of 99 surface parking lots with a total of approximately 6,000 parking spaces covering approximately 44 acres of the Moscow campus, all of which are operated and maintained by the University. The University is responsible for all permit distribution, enforcement, event transportation, space allocation, alternative transportation support and maintenance. The University has a comprehensive parking plan to ensure that the University Parking Facilities are financially self-supporting.

Spectator and Recreation Facilities. The University's spectator and recreation facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) include the Kibbie Dome, the Memorial Gym, the Recreation Center, the Dan O'Brien Track Complex, the Swim Center, the University Golf Course and the Idaho Central Credit Union Arena. Following is a brief description of these facilities.

Kibbie Dome. The Associated Students of University of Idaho Kibbie Dome (the "Kibbie Dome") was originally constructed in 1972 and is North Idaho's largest athletic spectator facility. It is used for intercollegiate home football games, women's soccer games, basketball games, indoor track and field events, high school football playoffs, the Lionel Hampton Jazz Festival, concerts, sport camps, conferences, classes, intramurals, student club activities, and University commencements. In 1984, the "East End" offices and locker rooms were added to the Kibbie Dome. In April 2004, the University completed another expansion of the Kibbie Dome to add the "Vandal Athletic Center." The expansion included a new 7,000 square foot weight room, recreational and varsity locker rooms, an aquatic exercise pool, and a new foyer. In 2007, major improvements were carried out in the training room along with completion of team meeting rooms. In 2010 and 2011, the end walls were replaced with state-of-the-art translucent panels as part of a major "life safety" project to bring the building up to current code requirements. In conjunction with the end-wall replacement and fire-safety measures, expanded premium seating, suites and loge boxes were added and the press box was completely rebuilt. A new large video scoreboard was added in 2013. In the summer of 2017, the portable artificial turf system was replaced allowing both football and women's soccer to use the Kibbie Dome floor. Most recently, in 2021, a new outdoor practice turf was installed.

Memorial Gym. The Memorial Gymnasium, constructed in 1928, is the oldest athletic building on campus. The building serves as one of the University's indoor sports and entertainment complexes. In addition to hosting varsity volleyball, the Memorial Gym is used for concerts, community events, state gymnastics meets, regional basketball tournaments, intramural activities and physical education classes, and houses a gymnasium, multi-purpose room, combative room, locker rooms, and various offices. In 2021, the Memorial Gymnasium floor was resurfaced.

The Recreation Center. The Student Recreation Center was completed in 2002. It is approximately 85,500 square feet, and includes more than 7,200 square feet of open recreational space, two regulation-size basketball courts, a multipurpose gymnasium, a large aerobics/cardiovascular multipurpose workout space, a running track, a climbing wall, a childcare center, a first-aid and athletic training area, classroom and activity spaces, a cafeteria, and space for rental of recreational equipment.

Dan O'Brien Track Complex. The Dan O'Brien Track, named in 1996 for University alumnus and 1996 Olympic Decathlon Gold Medalist Dan O'Brien, was constructed in 1969 and renovated in 2012, and serves as the University's outdoor varsity, academic and recreational track facility. It consists of a 400-meter, 8-lane track, a long jump area, a throwing area, a high jump area, a pole vault area, coaches' offices, and spectator facilities that accommodate approximately 1,000 spectators.

Swim Center. The Swim Center serves many students, faculty, staff and the community at large with the goal of providing a safe environment for healthy lifestyles through aquatics. It was built in 1970 and has undergone several renovations, the most recent in 2021 to update the record boards, and includes an eight-lane 25-yard competitive pool, two 25-yard pools and a four-lane 25-yard shallow, warm-up/teaching pool. The competitive pool also has a one-meter and three-meter diving board. This 33,800 square foot facility supports academic classes, swim competitions, swim lessons, training and certification courses, general fitness and recreation, and is the home for the Vandal women's swimming and diving team programs.

University Golf Course. The University owns and operates an 18-hole golf course on the University's Moscow campus. The course supports the University's PGA-certified Golf Management Program and is also open to the public approximately eight months each year and provides lessons, cart and club rentals, and a retail pro shop. The University recently acquired an indoor simulator that allows the golf course to actively support golf leagues year-round.

Idaho Central Credit Union Arena. The newly constructed Idaho Central Credit Union Arena (the "*Arena*") opened in October 2021. The 66,000 square-foot arena has a seating capacity of 4,200 and is the new home for the University's men's and women's basketball teams, as well as a gathering place for academic events, concerts and other special events. This unique signature mass timber sports arena showcases the Idaho timber industry by using timber harvested from the University of Idaho Experimental Forest and includes participation from other wood industry partners throughout the State of Idaho. The Arena was financed with a portion of the proceeds of the University's General Revenue and Refunding Bonds, Series 2020A, together with a $10 million naming-rights contribution from Idaho Central Credit Union, student facility fees, other donations and University funds.

STUDENT BODY

The University admits first-year students who graduate from regionally accredited high schools with an overall grade point average ("*GPA*") of at least 3.0 and who complete a defined set of core high school classes. First-year students with less than a 3.0 high school grade point average must also meet minimum ACT or SAT scores. Transfer students are admitted based on the cumulative grade point average earned in all college-level courses completed after high school graduation, with a minimum GPA of 2.00 being required. Some programs require a higher transfer GPA for admission. Home schooled students, graduates of non-accredited high schools, or students not meeting the admission criteria are considered by the University's Admissions Committee.

Approximately 68% of the University's fall 2021 student body were residents of the State. The tables on the following page set out certain statistics concerning the University's enrollment for the fall semesters of the years indicated.

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ENROLLMENT AND GRADUATION STATISTICS
(Fall Semester)[1]

Students	2017 (FY18)	2018 (FY19)	2019 (FY20)	2020 (FY21)	2021[2] (FY22)
Full-Time Equivalents (FTE)	9,430	9,333	9,068	8,619	8,736
Head Count	12,072	11,841	11,926	10,791	11,303
Undergraduate Students					
Full-time:					
Residents	5,306	5,157	4,927	4,591	4,348
Non-residents	1,860	1,882	1,822	1,732	2,161
Subtotal	7,166	7,039	6,749	6,323	6,490
Part-time:					
Residents	2,486	2.306	2,452	1,849	2161
Non-residents	233	223	191	194	191
Subtotal	2,719	2.529	2,643	2,043	2,352
Graduate Students					
Full-time:					
Residents	608	675	721	781	733
Non-residents	734	795	976	786	891
Subtotal	1,342	1,470	1,697	1,567	1,624
Part-time:					
Residents	510	480	503	516	488
Non-residents	335	323	334	342	349
Subtotal	845	803	837	858	837
Total Undergraduate					
	9,885	9,568	9,392	8,366	8,842
Total Graduate Students					
	2,187	2,273	2,534	2,425	2,461
Grand Total					
	12,072	11,841	11,926	10,791	11,303
Freshman Students					
Applying	7,087	7,938	8,071	9,941	9,809
Accepted	5,180	6,132	6,276	7,419	7,985
Enrolled	1,538	1,434	1,475	1,425	1,656
Resident	1,160	1,038	1,062	1,007	1,054
Average ACT Score	23.2	23.2	23.6	23.5	24
Average SAT Score	1,121	1,114	1,117	1,116	1,109
Average High School GPA	3.41	3.41	3.45	3.44	3.47
Percentage graduating in top 25% of their high school class	42%	40%	44%	39%	40%

[1] Headcount information is federally reported to the Integrated Postsecondary Education Data System (IPEDS). Professional development only students or co-op students are not included in these census counts.
[2] The fall 2021 enrollment statistics relate to the University's 2022 fiscal year currently in progress.

UNIVERSITY EFFORTS TO INCREASE STUDENT ENROLLMENT

The University's recent efforts to increase student enrollment have included targeting high school graduates throughout the State of Idaho and the western United States based on an increase in the number high school graduates from the western United States. Further, the University believes the policy changes to the Western Undergraduate Exchange program ("WUE"), a program that now allows out of state students from all states participating in the Western Interstate Commission for Higher Education ("WICHE") to attend the University for 1.5 times the rate of in state tuition, will make the University more competitive in pricing and costs for non-resident students. In fall 2021, the number of WUE students enrolled at the University increased by 15% over the prior year, and the fall 2020 enrollment had increased by 21% over fall 2019.

To capture increased high school graduation growth and improve enrollment numbers, the University has also implemented several enhanced recruitment, financial aid, retention and student success efforts. The University suspended the standardized test requirement when COVID-19 impacted access to most testing, and is keeping the suspension in place for the 2022-2023 academic year. Recruitment strategies also include enhanced merit-based and need-based scholarships and statewide campaigns to promote college matriculation. Specifically related to improving retention, the University is providing more flexibility in advising schedules and delivery methods, has assigned academic coaches to returning students, implemented enhanced tutoring programs for certain courses with high drop-out rates, and outlined other measures to identify students at risk. A new strategic enrollment plan is also being designed for the University.

The University has historically had the highest retention rates of students from first year to second year and the highest graduation rates among all public institutions in the State of Idaho. Retention rates held relatively steady for fall 2020 at approximately 77%, despite COVID-19 and related concerns. Fall 2021 retention rates were again relatively steady at 75%. Student retention will continue to be a concentrated focus for the University this year in order to build support systems and better processes to help students in a challenging COVID-19 environment. See "CORONAVIRUS DISEASE 2019" below.

Fall 2021 student enrollment was up 4.7% as of the October census date and the undergraduate freshman class is the largest at the University since 2016. This builds upon the enrollment increase realized in 2019 and results in net tuition revenue expected to exceed budgeted revenue by approximately $2.5 million. See "CORONAVIRUS DISEASE 2019–Budget and Revenue Effects" below for further discussion of financial impacts to the University.

EMPLOYEES

As of October 2021, the University had approximately 5,462 full-time and part-time employees. Faculty and staff include 904 faculty and other academic appointments, 1,437 professional and classified staff, and 539 temporary employees. The University also employed 2,567 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University.

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 its 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 State Senate, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("*PERSI Base Plan*"), the Firefighters' Retirement Fund and the Judges' Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2021, PERSI had 73,657 active members, 41,945 inactive members (of whom 13,788 are entitled to vested benefits), and 49,573 retired members or annuitants. In addition, as of June 30, 2020, there were 819 participating employers in the PERSI Base Plan and total membership in PERSI was 165,175.

The net position for all pension and other funds administered by PERSI increased $0.2 billion during Fiscal Year 2020 and increased $1.1 billion during Fiscal Year 2019. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2020 as a result of positive market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Year 2020 and Fiscal Year 2019 was $0.5 billion and $1.5 billion, respectively.

Based on the July 1, 2020 actuarial valuation, PERSI's actuarial loss of $1,042.0 million, resulting in a change in funding status from a funding ratio of 92.5% on July 1, 2019, to 87.7% on June 30, 2020. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial accrued liability ("*UAAL*") be 25 years or less, the PERSI Board must annually analyze contribution rates. The current contribution rates, as listed below, are adequate to amortize the normal cost and UAAL balance over the required 25-year period.

Contribution Rates

Member		Employer	
General/ Teacher	Fire/ Police	General/ Teacher	Fire/ Police
7.16%	8.81%	11.94%	12.28%

Source: Financial Statements June 30, 2020 Public Employee Retirement System of Idaho

The most recent major experience study, completed in June 2018, covered the period July 1, 2011 through June 30, 2017. The next major PERSI experience study is to be completed in 2022 and will cover the period of July 1, 2017 through June 30, 2021.

The University's required and paid contributions to PERSI for Fiscal Year 2020 and Fiscal Year 2021 were $7,069,224 and $6,360,836, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

Under Governmental Accounting Standards Board ("GASB") Statement No. 68, the University is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The University recorded a net pension liability as of June 30, 2020 of $20,569,074 and $38,646,668 as of June 30, 2021, representing its proportionate share of liability under PERSI. The increase to the University's net pension liability for Fiscal Year 2021 is due to the increase in the overall PERSI net pension liability, as a result of investment returns net of expenses finishing at 2.65%, 4.35% less than the assumed rate of 7.0%. This difference between assumed and actual returns resulted in an overall increase in liability, resulting in proportional increases for all PERSI participants.

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 (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2021, and therefore the information is from a source not within the University's control.

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 ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teacher's Insurance Annuity Association and Variable Annuity Life Insurance Corporation.

Employee contribution requirements for ORP are based on a percentage of total payroll. Employer contributions are determined by the State of Idaho. The University's required and paid contributions to ORP for Fiscal Year 2020 and Fiscal Year 2021 were $10,401,285 and $9,917,821, respectively. 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 it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 12 of "Appendix A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

OPEB. The University participates in a single-employer defined benefit post-employment benefit plan relating to a self-insured medical and dental plan for retired employees. This plan is administered through a trust established by the University and not part of any other State of Idaho plan. The University also provides fully-insured group-term life insurance for eligible retirees. The University has funded annually actuarially-determined amounts for these projected OPEB obligations, and has accumulated plan assets in an irrevocable trust toward the settlement of these future obligations. In order to address the unfunded liability resulting from the adoption of GASB 75 in Fiscal Year 2018, the University has taken actions that have eliminated the net OPEB liability as of the end of Fiscal Year 2021. This was achieved through benefit changes and greater-than-expected plan asset growth. The University now has a net OPEB asset of $4 million and can consider drawing cash from the Trust to pay current retiree benefits, thus providing further cash flow relief to the University.

For additional information concerning post-retirement benefits other than pensions, see Note 13 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

CYBERSECURITY

The University employs a complex technology environment to conduct its operations and faces multiple cybersecurity threats such as hacking, phishing, viruses, malware, ransomware and other attacks to its computing and other electronic platforms and systems. As a recipient and provider of personal, private, or sensitive information, the University may be the target of cybersecurity incidents that could result in adverse consequences to information and systems. Cybersecurity incidents could result from unintentional events or from deliberate attacks. To mitigate the risks and consequences of cybersecurity incidents or cyber-attacks the University has invested in technological safeguards and has adopted policies and procedures to protect information as well as ensure compliance with state and federal regulations. In addition, the University has cybersecurity liability coverage through the State of Idaho Risk Pool, which is self-funded by the State of Idaho, with a deductible to the University. The costs of remedying any damage from a cyber-attack or protecting against future attacks could be substantial and expose the University to material litigation and other legal risks. The University has not experienced a material breach of cybersecurity in the last ten years.

INSURANCE

The University maintains liability, property, and employee fidelity insurance in amounts deemed adequate by University officials. The University has a full-time risk management staff that administers insurance coverage and claims, and reviews the adequacy of such policies and verifies the University's compliance with insurance requirements imposed by agreements, such as the Resolution. As of June 30, 2021, the total insured replacement value of the University's buildings, contents and improvements was approximately $1,935,503,317.

The University began self-funding its medical and dental programs for active employee and retiree health starting July 1, 2005. Self-funding is a financial arrangement in which medical claims are administered by a third-party, but paid directly from University funds instead of by an insurer. The financial risk of the self-funding arrangement is managed through the creation of a financial reserve established by the University to fund unexpected claims and incurred-but-not-reported claims in the event that the self-funding arrangement is ever terminated. In addition, the University's financial exposure for unexpected claims are limited through the purchase of reinsurance (stop-loss coverage) for both individual and aggregate claim liability.

The University continues to take a proactive approach managing its health plans, including offering a High Deductible Health Plan with an HSA, expanding coverage for wellness related services, and working with an employee advisory group to address needs and concerns of University employees.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "*Legislature*"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes the University's current financial position, along with revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE SERIES 2022A BONDS."

UNIVERSITY FINANCIAL POSITION

General. The University has ended the last two fiscal years with positive results and increases in net position. This follows two consecutive reductions in net position in Fiscal Years 2018 and 2019 due to a variety of factors, principally the implementation of a governmental accounting standards change and operating losses. The Fiscal Year 2018 saw a $55.8 million decrease in net position, $34.7 million of which was attributable to the cumulative effect of the University's Fiscal Year 2018 adoption of GASB Statement 75, which required current recognition of the University's net present value liability for its retiree health insurance plan (OPEB). See "EMPLOYEE RETIREMENT BENEFITS– OPEB." herein. The remaining decrease of $21.1 million related to the combined effect of lower revenues and increased expenses. In Fiscal Year 2019, the University experienced an additional $19.3 million aggregate loss in net position due to revenue shortfalls that were not met with operating expense reductions.

The University began to address these financial pressures in Fiscal Year 2019 with budget reductions across most units of the institution. In Fiscal Years 2020 and 2021, the University implemented additional budget reductions and began an institution-wide realignment of academic and operational programs to revenues guided by the premise of retaining essential programs, while reducing or eliminating non-essential programs. As noted above (OPEB), changes to retiree benefits and strong investment performance eliminated the OPEB liability by June 30, 2021. The result of these and other measures was to stabilize the University's financial position by posting an increase of $0.9 million to the net position for the year ended June 30, 2020 and an increase of $23 million for the year ended June 30, 2021. See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR FISCAL YEARS ENDED JUNE 30, 2021 AND JUNE 30, 2020—Management's Discussion and Analysis for the Year Ended June 30, 2021."

Fiscal Year 2022 Budget. The Fiscal Year 2022 budget reflects the $500,000 one-time budget reduction passed by the Legislature as well as an increase of $1.4 million in general fund support for salary increases. See "STATE APPROPRIATIONS" below. The University also implemented an internal permanent budget reallocation of approximately $2.8 million to address funding needs related to fringe benefits, critical positions and allocation of the 2021 Holdback (as defined in "STATE APPROPRIATIONS" below) of approximately $2.4 million across individual units.

Utility Public Private Partnership. On November 2, 2020, the Board approved the University entering into a long-term lease and concession agreement (the "*Utility Concession*") with Sacyr Plenary Utility Partners Idaho LLC ("*Concessionaire*"). Under the Utility Concession the University is outsourcing the operation of its principal on-campus utility systems for a 50-year term. After deducting issuance costs and the defeasance of bonds that financed portions of the utility system, the University received an upfront concession payment of approximately $188,000,000 to be spent pursuant to annual disbursements for support the University's efforts at its key strategic objectives - undergraduate student success, graduate enrollment and research, and awareness of the University. The upfront payment has been reported in the University's financials as "Advance from Concessionaire" and is being amortized to lease income on a straight-line basis over the term of the Utility Concession. See Note 19 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

Under the Utility Concession, the Concessionaire operates, maintains, and makes capital investments in the utility system and charges the University a utility fee, which includes fixed, variable, and operating and maintenance ("*O&M*") components (the "*Utility Fee*"). The Concessionaire's capital investments in the utility system are recognized as capital assets and a related long-term payable to the Concessionaire. The fixed and O&M components of the Utility Fee are recognized as operating expense. The variable component of the Utility Fee is recognized as a reduction in the long-term payable to the Concessionaire and interest expense. See Note 19 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

The Regents have approved and the University is expecting the following capital projects to be funded by the Concessionaire in Fiscal Year 2022 in accordance with the Agreement. The investments are expected to be approximately $3,460,000 and will be incorporated as a capital recovery component of the Utility Fee described above over the life of the assets, not to exceed 20 years. The projects include (i) replacement of the University's existing hypochlorite generator and related equipment, allowing for increased capacity; (ii) structural repairs to certain portions of the utility tunnels; (iii) replacement of a failed transformer; and (iv) substitution of an existing chiller with an electrically-driven chiller with greater capacity.

Concurrent with the financial close of the Utility Concession, the University defeased \$3,325,000 principal amount of its General Revenue Bonds, Series 2014, and \$19,210,000 principal amount of its General Revenue Refunding Bonds, Series 2018A.

STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 32% of the University's total estimated annual revenues for Fiscal Year 2022. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in 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 1. 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, 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, and the Governor may request that the Board of Examiners approve a reversion ("*Reversion*") which would make the temporary Holdback permanent and return appropriations to the General Fund.

For Fiscal Year 2021, the Governor recommended, and the Legislature approved, a permanent 2% General Fund reduction to the University's appropriation, resulting in a base budget reduction of \$1,889,400 to the University. On March 27, 2020, the Governor advised State agencies to develop plans for a one-time 5% Holdback for Fiscal Year 2021 (the "*FY2021 Holdback*") in response to the expected revenue effects of COVID-19. The FY2021 Holdback was confirmed and resulted in an additional \$4,679,000 one-time reduction to the University's budget. The FY2021 Holdback did not reduce the budget for Fiscal Year 2022 and State appropriations as shown below reflect increases above original Fiscal Year 2021 appropriation, pre-FY2021 Holdback. However, for Fiscal Year 2022, the Legislature passed a one-time General Fund reduction of \$500,000 to the University's appropriation. The Fiscal Year 2022 reduction will not reduce the base budget for Fiscal Year 2023.

The table on the following page sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the Fiscal Years shown.

STATE GENERAL FUND APPROPRIATIONS

Fiscal Year	Total State Appropriations Colleges and Universities(1)	University of Idaho General Fund Appropriations(2)(3)	University of Idaho Total State Appropriations	Total State General Fund(1)	University of Idaho % of Total State General Fund
2022	$313,109,200	$95,125,900	$107,623,400	$4,222,572,600	2.55
2021	307,079,600	93,596,300	105,334,700	4,062,091,300	2.59
2020	306,030,600	94,545,000	105,301,800	3,910,354,400	2.69
2019	295,763,200	92,726,900	103,225,700	3,652,724,800	2.83

(1) Source: Sine Die Report for the respective legislative years.
(2) Source: Legislative appropriations bills for the respective legislative years: 2018 Legislature Senate Bill 1344, 2019 Legislature House Bill 267, 2020 Legislature House Bill 644, 2021 Legislature House Bill 387.
(3) Totals do not match University Audit as the number does not reflect all State appropriations, only General Fund.

RESTRICTED-EXPENDABLE REVENUES

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 operating revenues. The use of such funds is usually restricted to specific projects. Such revenues include grants and contracts for research, public service, gifts, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants, contracts, and gifts. The University's restricted but expendable revenues for the years ending June 30, 2020 and June 30, 2021 were $122,098,365 and $132,204,191, respectively.

Pledged Revenues do not include Restricted Fund Revenues. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See "SECURITY FOR THE SERIES 2022A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues" and "Historical Revenues Available for Debt Service" above.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately $89,377,000 for Fiscal Year 2021. Of such amount, approximately $48,013,000 was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

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 offices of the President and the Vice President for Finance and Administration in collaboration with the departmental faculty and other administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University administration to the Regents in August of each year.

The University's budget is approved by the Regents prior to the commencement of the Fiscal Year, usually at the June meeting. At that meeting, the Regents, in their capacity as members of the State Board of Education, approve the annual budgets for the other institutions of higher education as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. See Note 3 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020." Money in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in "APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS – Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments. See "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020" for further information.

NO INTEREST RATE SWAPS

The University has not entered into, nor does it expect to enter into, any interest rate swaps or other derivative products.

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

With total assets of $461 million, the University of Idaho Foundation, Inc. (the "*Foundation*") is the largest public foundation in the State of Idaho. The Foundation is a nonprofit corporation organized under Idaho law in 1970. 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, elected annually by the Foundation members, manage the Foundation. The Foundation marked its 50th anniversary in 2020.

Assets managed in the Foundation's Consolidated Investment Trust endowment pool was valued at $373 million at the close of Fiscal Year 2021, with a 10-year annualized rate of return of 31.7%. Distributions of $22.4 million were made to the University of Idaho for scholarships and academic programs during Fiscal Year 2021. The Foundation manages over 1,600 endowments for the benefit of the University.

The University continues to see record-breaking fundraising. In Fiscal Year 2020 and Fiscal Year 2021, fundraising totaled approximately $49.7 million and $54.1 million, respectively. The onset of COVID-19 has impacted the fundraising industry in two ways: First, travel and in-person donor visits have been severely limited and it appears many donors are not comfortable with virtual visits. Second, the uncertainty surrounding the future health of the national and global economy has prompted delay in philanthropic communications. Even with the COVID-19 impacts, the University had its strongest year yet.

Since Fiscal Year 2004, the University has been required to discretely present the Foundation as a component unit. Financial information concerning the Foundation is contained in Note 17 to the University's audited financial statements for Fiscal Year 2021 included in Appendix A hereto.

NEW AND FUTURE CAPITAL PROJECTS

The University may not undertake any capital project or long-term financing without prior Board approval. The University is not planning to issue any additional debt within the next 12 months for capital projects. The following is a description of the capital projects the University is currently working on, none of which are expected to require additional debt.

Center for Agriculture, Food and Environment. The Center for Agriculture, Food, and Environment (the "CAFE") will be the country's largest and most advanced research center targeting the dairy and allied industries. It will support a sustainable dairy production system located in a semi-arid environment in the third largest diary producing state. CAFE's location, herd size and research scope make it uniquely positioned to address real-world issues facing the dairy and food processing industries. CAFE is a regional model that will include a research dairy and a water & soil health demonstration farm in Rupert, Idaho; an outreach and education center in Jerome, Idaho; and a food processing plan in Twin Falls, Idaho. This $45 million CAFE project will be financed with a direct appropriation of $10 million from the State of Idaho, along with industry and individual contributions.

Seed Potato Research Facility. This facility, located in Moscow, will create a resource that can be utilized to expand and curate knowledge regarding the production of seed potatoes and to support the viability, competitiveness and economic growth of the potato industry within the State of Idaho. The work conducted within this facility will directly impact production of high quality Idaho potatoes through the generation of disease-free plantlets and minitubers from new and existing varieties. It will drive the supply of safe and clean seed potatoes for commercial growers. Further, this work will result in the reduction of diseases in the industry, as it will provide the genesis for 60% of all potatoes grown in the United States. The $5.7 million facility, which opened in November 2021, was funded with $3 million from the State Permanent Building Fund, and the remainder from gifts and University funds through the College of Agriculture and Life Sciences.

Meat Science and Innovation Center. This state-of-the art facility on the Moscow campus will replace an aging College of Agriculture and Life Sciences Meat Sciences Lab and will house the meat science program and the Vandal Brand Meats retail operation. This program provides students with practical hands-on experience in meat processing along with on-the-job training in one of north central Idaho's few federally inspected livestock processing facilities. Boise-based Agri Beef, one of Idaho's best-known integrated meat processors, donated $2 million to the project, and total fundraising to date is $4 million of the total estimated cost of $8 million.

Ridenbaugh Hall and School of Music Renovations. This renovation project will provide sound mitigation and isolation improvements and addresses deferred maintenance needs and outdated finishes throughout the two buildings supporting the School of Music – classrooms, practice rooms, faculty offices and a performance hall. The Music Building dates from 1950 and Ridenbaugh Hall is now the oldest building on the Moscow campus, dating from 1902. This renovation project is budgeted at $3.7 million.

(Remainder of page intentionally left blank.)

OUTSTANDING DEBT

The University has the following debt outstanding as of January 1, 2022:

Name of Issue	Date Incurred	Final Maturity Date	Original Principal Amount	Principal Amount Outstanding
General Revenue and Refunding Bonds, Series 2013A	2013	2033	$8,745,000	$1,225,000
Taxable General Revenue Bonds, Series 2013B	2013	2033	$6,325,000	$4,185,000
General Revenue Bonds, Series 2014[1]	2014	2045	$48,660,000	$40,950,000
General Revenue and Refunding Bonds, Series 2015A	2015	2026	$16,280,000	$6,985,000
General Revenue and Refunding Bonds, Series 2018A	2018	2041	$29,145,000	$9,755,000
General Revenue and Refunding Bonds, Series 2020A	2020	2050	$44,015,000	$43,625,000
General Revenue Refunding Bonds, Series 2021A	2021	2041	$38,295,000	$38,295,000
Total (2)(3)			$191,465,000	$145,020,000

[1] Includes the 2014 Refunded Bonds.
[2] All of these Bonds are currently Outstanding under the Resolution.
[3] Totals exclude the issuance of the Series 2022A Bonds or the redemption of the 2014 Refunded Bonds.

For additional information regarding the University's outstanding debt, see Notes 9 and 10 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

FINANCIAL STATEMENTS

Moss Adams LLP audited the financial statements of the University as of and for the Fiscal Year ended June 30, 2020 and CliftonLarsonAllen LLP audited the financial statements of the University as of and for the Fiscal Year ended June 30, 2021, both of which are included as APPENDIX A to this Official Statement, except that the financial statements of the University's discretely presented component unit as described in Note 17 to such audited financial statements, and the University of Idaho Health Benefits Trust as described in Note 11 to such audited financial statements, were audited by other auditors, as stated in their report appearing therein. These financial statements are the most recent audited financial statements of the University.

Moss Adams LLP, nor CliftonLarsonAllen LLP, have been engaged to perform and have not performed, since the date of such report, any procedures on the financial statements addressed in the respective report. Moss Adams, nor CliftonLarsonAllen LLP, have performed any procedures relating to this Official Statement, and have not consented to the use of the financial statements of the University in this Official Statement.

CORONAVIRUS DISEASE 2019

GENERAL

On March 13, 2020, the Governor of the State (the "*Governor*") proclaimed a state of emergency throughout the State as a result of COVID-19. On March 25, 2020, the Governor issued an extreme emergency declaration and an Order to Self-Isolate (the "Stay Home Order"), requiring that people in the State cease leaving their home or place of residence except to conduct or participate in essential activities, essential government functions or to operate essential business, which Stay Home Order was in place through the end of April 2020. The Governor has since issued a series of proclamations designed to limit social interactions and encourage or require certain measures designed to prevent the spread of COVID-19.

On April 23, 2020, the Governor announced a four phased approach to reopening the State beginning on May 1, 2020, following the expiration of the Stay-at-Home Order (the "Reopening Order"). Certain syndromic, epidemiology and healthcare criteria for each stage must be met before the State advances to the next stage. The State is currently in Stage 4.

The terms of existing proclamations and orders, including the Reopening Order, could be extended beyond the dates specified in such proclamations or orders, and additional proclamations, orders or directions intended to address the spread of COVID-19 may be issued in the future.

More generally, the current domestic and international financial disruption has had, and is expected to continue to have, negative repercussions upon State, national and global economies. Examples of potential impacts include volatility in the securities markets, significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The University cannot predict if any federal, State or local authorities will issue additional proclamations or orders that can be expected to further adversely impact economic activity or the University's operations or revenue.

THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT.

The Coronavirus Aid, Relief, and Economic Security Act (the "*CARES Act*") provided an estimated $2 trillion stimulus package to battle the effects of the COVID-19 pandemic. The State received $1,250,000,000 from the Coronavirus Relief Fund. The CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19, (ii) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government, and (iii) were incurred during the period beginning March 1, 2020, and ending on December 30, 2020.

The University received pass-through grants from the State's CARES Act allocation in the aggregate amount of $3,452,647. As of January 11, 2021, the University had spent the entire award on COVID-19 related expenditures and has received reimbursement from the State.

The CARES Act authorized the Higher Education Emergency Relief Funds, from which the University received $6,905,294 (the "*HEERF I Allocation*"). The University was required to give at least half of the HEERF I Allocation directly to students affected by COVID-19. As of January 11, 2021, the University had distributed $3,452,647 to eligible students. Eligible students included those (i) enrolled during the spring 2020 and fall 2020 semesters, (ii) eligible for federal financing assistance (Title IV), and (iii) not enrolled in online or dual-credit courses ("*Eligible Students*"). The University has also allocated the remaining $3,452,647 to compliant institutional expenses, including reimbursement of expenses directly related to the disruption from COVID-19.

Coronavirus Response and Relief Supplemental Appropriations Act. The CRRSAA authorized additional funding for higher education in the amount of $30.75 billion through the Higher Education Emergency Relief Fund II, from which the University received $11,786,287 (the "*HEERF II Allocation*"). As of March 9, 2021, $3,452,647 of the HEERF II Allocation had been distributed to Eligible Students, which is the amount required to be disbursed to students pursuant to the CRRSAA requirements. The University allocated the remaining $8,333,640 to compliant institutional expenses, including reimbursement of lost revenue resulting from COVID-19, by June 30, 2021.

American Rescue Plan Act. The ARPA authorized a third round of funding in the amount of $39.6 billion for higher education through the Higher Education Emergency Relief Fund III, from which the University received $20,876,424 (the "*HEERF III Allocation*"). Similar requirements are attached to the University's HEERF III Allocation as were attached to its HEERF I Allocation and HEERF II Allocation. $10,374,269 of the HEERF III Allocation was authorized to be spent on compliant institutional expenses, including reimbursement of lost revenue, which the University spent as of June 30, 2021. $10,502,155 of the HEERF III Allocation is required to be disbursed to Eligible Students, and as of October 11, 2021, the University has disbursed $7,068,450, with the remaining $3,433,705 expected to be disbursed as Eligible Students are identified.

The University's compliant institutional expenses included to internet upgrades, equipment for virtual instruction, technology support, staff and instructor training, COVID-19 testing of students, personal protective equipment and supplies, student isolation facilities, facility density modifications, and recovery of lost revenues.

The University continues to closely monitor the proclamations from federal authorities regarding actions the University can take to address COVID-19, as well as continues to take advantage of federal resources intended to provide relief to the University in its actions and efforts to address COVID-19.

UNIVERSITY'S ON CAMPUS PLAN FOR 2021-2022 ACADEMIC YEAR

The University implemented its own COVID-19 testing lab on its main campus in Fiscal Year 2021, in addition to a comprehensive list of protocols, procedures and policies to make the University's main campus as safe as possible. Such protocols and procedures have impacted all aspects of campus life and education. However, disciplined adherence to COVID-19 protocols and regular mandated COVID-19 testing for students living on campus and attending in-person classes allowed the University to remain open during the 2020-2021 academic year with a mix of online and in-person course delivery. With the suspension of mandatory testing on campus for the 2021-2022 academic year, the campus testing lab is no longer in use for that function but continues to support research activity.

Academics. The University began the fall 2021 semester with in-person instruction, adhering to a normal academic calendar in terms of breaks and finals. Instructors are prepared to use technologies acquired and practiced last academic year to make it possible for individuals to keep up with classes if, because of a COVID-19 infection or close contract, they need to temporarily make use of remote instruction.

Vaccination. The University is not requiring students to be vaccinated as a condition of enrollment, participation in campus events or receipt of services. However, the University is strongly encouraging vaccination and some internships or work studies may require vaccination. The University is also offering incentives to students who submit proof of vaccination. These incentives include bookstore and dining gift cards as well as an opportunity to be selected for cash scholarships. The University supports Gritman Medical Center by offering on-campus vaccines to the student body and general public at the Student Recreation Center.

Residence. The full capacity of the University's residence halls and other housing facilities are back online. As always, single rooms are available, but rates are higher than shared rooms.

BUDGET AND REVENUE EFFECTS

The COVID-19 disruption has impacted the University's finances, but management has taken several steps to ensure balanced fiscal operations and to avoid further campus-wide budget reductions. Tuition and auxiliary revenues declined due to reduced student headcount on campus and suspended events, and unbudgeted expenditures have been incurred in order to provide a safe campus for students, faculty and staff. See "SECURITY FOR THE SERIES 2022A BONDS–PLEDGED REVENUES—Sales and Services Revenues" for further discussion. Contingencies built into the Fiscal Year 2021 budget; expenditure management in auxiliaries; avoided expenditures in other areas such as travel, services and supplies; and the receipt of federal relief funds all allowed the University to end Fiscal Year 2021 with positive increases in net position and cash position.

EFFECT ON SERIES 2022A BONDS

The University's Bonds, including the Series 2022A Bonds, are secured by a general pledge of revenues as discussed herein. See "SECURITY FOR THE SERIES 2022A BONDS–Pledged Revenues." Although the full effects of COVID-19 cannot be predicted with certainty, COVID-19 and related social distancing measures in response to COVID-19 are having an adverse effect on University revenues, as they are throughout the country. Nonetheless, the full extent of the direct and indirect impacts of COVID-19 related financial disruption on the University is currently unknown and the future impact of the COVID-19 pandemic on the University cannot be reasonably estimated at this time.

TAX MATTERS

SERIES 2022A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the Series 2022A Bonds [(including any original issue discount properly allocable to the owner of a Series 2022A Bond)] is excluded from gross income pursuant to Section 103 of the Tax Code; (ii) interest on the Series 2022A Bonds is not a specific preference item for the purposes of the federal alternative minimum tax as defined in Section 55(b)(2) of the Tax Code; and (iii) interest on the Series 2022A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the Series 2022A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income. Certain of these requirements must be met on a continuous basis throughout the term of the Series 2022A Bonds. These requirements include: (a) limitations as to the use of proceeds of the Series 2022A Bonds; (b) limitations on the extent to which proceeds of the Series 2022A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Series 2022A Bonds above the yield on the Series 2022A Bonds to be paid to the United States Treasury. The exclusion of interest on the Series 2022A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the Series 2022A Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the Series 2022A Bonds from gross income and alternative minimum taxable income under such federal income tax laws in effect when the Series 2022A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the Series 2022A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the Series 2022A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2022A Bonds. Owners of the Series 2022A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2022A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the Series 2022A Bonds sold at a premium, representing a difference between the original offering price of those Series 2022A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest on the Series 2022A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2022A Bonds. Owners of the Series 2022A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2022A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2022A Bonds, the exclusion of interest on the Series 2022A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the Series 2022A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the Series 2022A Bonds. Owners of the Series 2022A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "*Service*") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Series 2022A Bonds. If an audit is commenced, the market value of the Series 2022A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the Series 2022A Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the Series 2022A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income for the owners thereof for federal income tax purposes. None of the University, the Underwriter, or Bond Counsel is responsible for paying or reimbursing any Series 2022A Bond holder with respect to any audit or litigation costs relating to the Series 2022A Bonds.] [confirm issuing TE]

[Premium Bonds. The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2022A Bonds. Owners of the Series 2022A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Bonds made to any owner who fails to provide certain required

information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. Bond Counsel's opinion relates only to whether interest [and, to the extent described below for the Discount Bonds, original issue discount] on the Bonds is included or excluded from gross income and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2022A Bonds. Owners of the Series 2022A Bonds should consult their own tax advisors as to the applicability of these consequences, including the applicable treatment of premium on the Series 2022A Bonds in the case of Series 2022A Bonds acquired at a price in excess of the principal amount thereof.

Original Issue Discount. The initial public offering price of certain maturities of the Series 2022A Bonds (the "*Discount Bonds*"), as shown on the inside cover page hereof, is less than the amount payable on such Series 2022A Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as "original issue discount" for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

MUNICIPAL ADVISOR

The Regents have retained PFM Financial Advisors LLC as its municipal advisor (the *"Municipal Advisor"*) in connection with the issuance of the Series 2022A Bonds. The Municipal Advisor has not been engaged to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm and may not acquire any portion of the Series 2022A Bonds from the University as principal or as a syndicate member.

UNDERWRITING

The Series 2022A Bonds are being purchased by the Underwriter. The purchase contract provides that the Underwriter will purchase all of the Series 2022A Bonds, if any are purchased, at a price of $__________, representing the aggregate principal amount of the Series 2022A Bonds, plus original issuance premium of $_________, and less an Underwriter's discount of $_________.

The Underwriter may offer and sell the Series 2022A Bonds to certain dealers (including dealers depositing the Series 2022A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

Wells Fargo Corporate & Investment Banking (which may be referred to elsewhere as "CIB," "Wells Fargo Securities" or "WFS") is the trade name used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), a member of the National Futures Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA, registered with the U.S. Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association ("WFBNA"), acting through its Municipal Finance Group, the sole underwriter of the Series 2022A Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2022A Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2022A Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2022A Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

RATINGS

As set forth on the cover page of this Official Statement, Moody's Investors Service ("Moody's") has assigned the Series 2022A Bonds a municipal bond rating of "XXX" based on the Municipal Bond Insurance Policy to be issued by XXXXX. Moody's has assigned the Series 2022A Bonds an underlying rating of "XX."

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2022A Bonds.

LITIGATION

The University has reported that, as of the date hereof, 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 or sale of the Series 2022A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2022A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University. On October 29, 2021, the State of Idaho and the Idaho State Board of Education joined a lawsuit filed by the State of Georgia in the United States District Court for the Southern District of Georgia challenging the legality of President Biden's Executive Order 14042, which imposes mandatory vaccination requirements on federal contractors. On November 2, 2021, the Idaho State Board of Education voted to ratify the Executive Director's decision to join the lawsuit. The Board also "approve[d] the institutions' commencement of actions to the extent necessary to comply with federal Executive Order 14042." The University has averaged approximately $22 million in federal contracts per year over the last three years which would be potentially subject to the mandatory vaccination requirement.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2022A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be delivered with the Series 2022A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel to the University. Certain matters will be passed on for the Underwriter by its counsel Kutak Rock LLP.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the Series 2022A Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "*Rule*") adopted by the Securities and Exchange Commission. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings in the last five years. The University has taken steps to ensure timely future compliance. A failure by the University to comply with the Undertaking 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 2022A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2022A Bonds and their market price. **[to be updated upon completion of due diligence—Wells working on review too]**

THE REGENTS OF THE UNIVERSITY OF IDAHO

By /s/ Brian Foisy
Vice President for Finance and Administration

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020

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APPENDIX G
BOOK ENTRY SYSTEM

T H E   D E P O S I T O R Y   T R U S T   C O M P A N Y

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE
(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities 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 Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities 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 3.6 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 a 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.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("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 Securities 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 Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities 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 Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities 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.

5. 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 Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities 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.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities 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.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer 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 Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities 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 Issuer or 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, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or 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.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE AND REVENUE REFUNDING BONDS, SERIES 2022A

Adopted December 15, 2021

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SUPPLEMENTAL RESOLUTION

A Supplemental Resolution of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue and Revenue Refunding Bonds, Series 2022A; Delegating Authority to Approve the Terms and Provisions of the Series 2022A Bonds and the Principal Amount of the Series 2022A Bonds up to $46,110,000; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Series 2022A Bonds.

* * * * * *

WHEREAS, the University of Idaho (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;

WHEREAS, the Regents of the University of Idaho (the "Regents") are authorized, pursuant to the Educational Institutions Act of 1935, the same being chapter 38, Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code (collectively, the "Act"), and the Constitution of the State of Idaho, to issue bonds to finance or refinance "projects" as defined in said Act;

WHEREAS, on November 22, 1991, the Regents adopted a resolution, which has been previously amended and supplemented, and as supplemented by this Supplemental Resolution (collectively, the "Resolution") relating to the issuance and sale of Facility Revenue Bonds, Series 1992A (the "Series 1992A Bonds"), and providing among other things for the issuance of additional Facility Revenue Bonds for future projects or refunding purposes (the "Additional Bonds"), with payment of the Series 1992A Bonds and any Additional Bonds secured by Pledged Revenues (as defined in the Resolution);

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue, and has issued from time to time, various series of Additional Bonds authorized under Supplemental Resolutions, upon compliance with the requirements of Section 7.2 of the Resolution;

WHEREAS, the Regents have determined, pursuant to Section 33-3805, Idaho Code, that it is both necessary and economically feasible for the University to finance a portion of the costs of various improvements to the University's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for University events (collectively, the "2022 Project"); and

WHEREAS, on April 18, 2013, the Regents adopted a resolution supplementing the Resolution (the "2013 Supplemental Resolution") providing for the issuance and sale of Additional Bonds, including the University's Revenue Bonds, Series 2013B (Taxable), as Additional Bonds under the Resolution (the "2013B Bonds") in the aggregate principal amount of $6,325,000;

WHEREAS, the 2013B Bonds were issued to finance and reimburse the costs of acquisition of land to be used for the University's outdoor science center in McCall, Idaho;

WHEREAS, the 2013B Bonds maturing on and after April 1, 2024 are subject to optional redemption on or after April 1, 2023 (the "2013B Refunded Bonds");

WHEREAS, on June 19, 2014, the Regents adopted a resolution supplementing the Resolution (the "2014 Supplemental Resolution") providing for the issuance and sale of Additional Bonds, including the University's Revenue Bonds, Series 2014, as Additional Bonds under the Resolution (the "2014 Bonds") in the aggregate principal amount of $48,660,000;

WHEREAS, the 2014 Bonds were issued to finance the construction and equipping of the Integrated Research and Innovation Center, the renovation of the College of Education Building and certain other improvements at the University;

WHEREAS, the 2014 Bonds maturing on and after April 1, 2023 are subject to optional redemption on or after April 1, 2022 (the "2014 Refunded Bonds" and together with the 2013B Refunded Bonds, collectively, the "Refunded Bonds") and can be completed in accordance with the Act and achieve a savings to the University in accordance with Title 57, chapter 5, Idaho Code;

WHEREAS, the Regents desire to authorize the issuance of General Revenue and Revenue Refunding Bonds, Series 2022A (for purposes of this Supplemental Resolution, the "Series 2022A Bonds") to provide funds to finance the 2022 Project and refund the 2014 Refunded Bonds and to pay the Costs of Issuance of such Series 2022A Bonds;

WHEREAS, pursuant to Section 57-235, Idaho Code, the Regents desire to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2022A Bonds and other matters; and

WHEREAS, the Regents desire to sell the Series 2022A Bonds pursuant to a negotiated sale, and to appoint PFM Financial Advisors LLC (the "Municipal Advisor") as the University's municipal advisor and Wells Fargo Bank, National Association as the University's underwriter (the "Underwriter"), to conduct the sale of the Series 2022A Bonds .

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 101. Definitions.

(a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized 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:

"**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 Series 2022A Bonds.

"**Book-Entry System**" shall mean the book-entry system of registration for the Series 2022A Bonds described in Section 209 of this Supplemental Resolution.

"**Cede & Co.**" shall mean Cede & Co., as nominee of DTC.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

"**Continuing Disclosure Undertaking**" means the Continuing Disclosure Undertaking with respect to the Series 2022A Bonds authorized by Section 204 of this Supplemental Resolution, substantially in the form of **Exhibit B** hereto.

"**DTC**" means The Depository Trust Company, New York, New York.

"**DTC Participants**" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of participants exists at the time of such reference.

"**Delegated Officer**" means the Vice President for Finance and Bursar or the President of the University.

"**Delegation Certificate**" means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the Series 2022A Bonds upon the sale thereof, substantially in the form of **Exhibit D** hereto.

"**Escrow Agent**" shall mean Computershare Trust Company, N.A., or its successor in function, as now or hereafter designated, which shall supervise the Escrow Accounts and the Investment Securities, as defined in the Escrow Agreement.

"**Escrow Accounts**" shall mean collectively the 2013B Escrow Account and the 2014 Escrow Account.

"**Escrow Agreement**" means the agreement between the University and Trustee, as Escrow Agent, authorized by Section 204 hereof, substantially in the form of **Exhibit C** hereto dated the date of delivery of the Series 2022A Bonds, and providing for the defeasance and redemption of the Refunded Bonds.

"**Regulations**" means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

"**Representations Letter**" means the Blanket Letter of Representations dated June 18, 1999, from the University to DTC.

"**Resolution**" shall mean the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as supplemented by this Supplemental Resolution.

"**Securities Depository**" shall mean DTC, or any successor Securities Depository appointed pursuant to Section 210.

"**Supplemental Resolution**" means this Supplemental Resolution adopted by the Regents on December 15, 2021, authorizing the issuance and providing for the sale of the Series 2022A Bonds; delegating authority to approve the terms and provisions of the Series 2022A Bonds and the principal amount thereof; and providing for other matters relating to the authorization issuance, sale and payment of the Series 2022A Bonds.

"**Trustee**" means Computershare Trust Company, N.A., and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2022A Bonds.

"**Underwriter**" means Wells Fargo Bank, National Association.

"**2013B Escrow Account**" means the account established under Section 301 hereof into which shall be deposited certain proceeds from the sale of the Series 2022A Bonds in accordance with Section 302 hereof.

"**2014 Escrow Account**" means the account established under Section 301 hereof into which shall be deposited certain proceeds from the sale of the Series 2022A Bonds in accordance with Section 302 hereof.

"**2022A Costs of Issuance Account**" means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the Series 2022A Bonds shall be paid by the Escrow Agent.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

Section 103. Effective Date. This Supplemental Resolution contemplates the issuance and sale of the Series 2022A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise – for example, the provisions of Section 204(a) through Section 204(d) take effect upon adoption of this Supplemental Resolution – this

Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the Series 2022A Bonds are sold and issued.

ARTICLE II
AUTHORIZATION, TERMS AND ISSUANCE
OF SERIES 2022A Bonds

Section 201. Authorization of Series 2022A Bonds, Principal Amounts, Designation and Series; Confirmation of Pledged Revenues. In order to provide sufficient funds to finance the 2022 Project and refund the Refunded Bonds, 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, a series of Additional Bonds are hereby authorized to be issued in the aggregate principal amount of up to $46,110,000. Such series of Bonds shall be designated "General Revenue and Revenue Refunding Bonds, Series 2022A." The Series 2022A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of $5,000 each or any integral multiple thereof within a maturity.

The Series 2022A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with Bonds of the University previously issued under the Resolution.

Section 202. Finding and Purpose. The Regents hereby find, determine and declare:

(a) pursuant to Section 33-3805, Idaho Code, the 2022 Project is desirable and necessary for the proper operation of the University and is economically feasible;

(b) pursuant to Section 33-3804 and Section 57-504, Idaho Code, the Refunded Bonds can be refunded to the benefit and advantage of the University; and

(c) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2022A Bonds.

Section 203. Issue Date. The Series 2022A Bonds shall be dated the date of original delivery.

Section 204. Authorization of Actions Preliminary to Sale of Series 2022A Bonds.

(a) The Regents desire to sell the Series 2022A Bonds pursuant to negotiated sale to the Underwriter in accordance with the Act.

(b) The Regents ratify the appointment and engagement of the Municipal Advisor and Underwriter for the issuance and sale of the Series 2022A Bonds.

(c) The Preliminary Official Statement (the "POS"), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby authorized, and the actions of the University, including the certification by the Delegated Officer as to the "deemed finality" of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12") in connection with the offering of the Series 2022A Bonds, provided the POS is made available to the Regents for review, are hereby acknowledged, approved and ratified in connection with the offering of the Series 2022A Bonds and submission of the POS to rating agencies to obtain a rating for the Series 2022A Bonds.

(d) The University shall enter into a Bond Purchase Contract to provide for the terms and provisions of the sale of the Series 2022A Bonds, with such terms specifically identified in the Delegation Certificate upon sale of the Series 2022A Bonds, as shall be approved by the Delegated Officer. Upon the sale of the Series 2022A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Contract to the Underwriter. The Delegated Officer is authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Contract and to carry the same into effect.

(e) Upon the sale of the Series 2022A Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the Series 2022A Bonds (thereafter referred to as the "Official Statement"), shall be approved and signed by the Delegated Officer to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the Series 2022A Bonds and other interested persons.

(f) In order to comply with subsection (b)(5) of Rule 15c2-12, the University and the Trustee, as disclosure agent thereunder, shall execute and deliver the Continuing Disclosure Undertaking in substantially the form attached to the POS and attached hereto as Exhibit B. The Continuing Disclosure Undertaking in such form is hereby ratified and approved in all respects, and the Regents authorize the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the Series 2022A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University's undertaking for compliance with Rule 15c2-12.

(g) The University and the Escrow Agent shall enter into an Escrow Agreement to provide for the defeasance and purchase of the Refunded Bonds, as specifically identified in the Delegation Certificate upon sale of the Series 2022A Bonds. Prior to the issuance of the Series 2022A Bonds, the Delegated Officer is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement, on behalf of the Regents and the University with respect to the defeasance and redemption of the Refunded Bonds, in the form as approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Vice President for Finance and Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with such Escrow Agreement or to carry out or give effect to the Escrow Agreement.

(h) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as Exhibit C, is hereby authorized and approved, and, prior to the issuance of the Series 2022A Bonds, the Delegated Officer is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Regents and the University, with such changes to the Escrow Agreement from the form presented to the Regents as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Vice President for Finance and Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement.

Section 205. Sale of Series 2022A Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Regents hereby delegate to the Delegated Officer the power to make the following determinations on the date of sale of the Series 2022A Bonds without any requirement that the members of the Regents meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne by the Series 2022A Bonds, provided that (i) the true interest cost of the 2022A Bonds allocated to the 2022 Project, as certified by the Underwriter, shall not exceed five percent (5.00%), and (ii) the interest rates of the 2022A Bonds allocated to refunding the Refunded Bonds, as certified by the Underwriter, shall not exceed the rates that will achieve an aggregate dollar amount of savings in the debt service on the Refunded Bonds, the net present value of which, computed using as a present value factor the yield (as defined in the Regulations) on such 2022A Bonds, shall equal not less than eight percent (8.00%) of the principal amount of the Refunded Bonds taken as a whole.

(ii) The principal amount of the Series 2022A Bonds, provided the aggregate principal amount of the 2022A Bonds shall not exceed $46,110,000, and the aggregate principal amount of the 2022A Bonds allocated to the 2022 Project shall not exceed $2,000,000.

(iii) The amount of principal of the Series 2022A Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(iv) The final maturity of the Series 2022A Bonds, provided that (i) the final maturity date of the 2022A Bonds allocated to the 2022 Project shall not exceed ten (10) years; (ii) the final maturity date of the 2022A Bonds allocated to the refunding of the 2013B Refunded Bonds shall not be later than April 1, 2033, the last maturity of the 2013B Refunded Bonds; and (iii) the final maturity date of the 2022A Bonds allocated to the refunding of the 2014 Refunded Bonds shall not be later than April 1, 2045, the last maturity of the 2014 Refunded Bonds.

(v) The price at which the Series 2022A Bonds will be sold (including the par amount plus original issue premium net of underwriter's discount), provided that the Series 2022A Bonds shall not be sold at less than the aggregate par value thereof.

(vi) The dates, if any, on which, and the prices at which, the Series 2022A Bonds will be subject to optional redemption.

(vii) The terms of any contract for credit enhancement of the Series 2022A Bonds.

(b) Upon the sale of the Series 2022A Bonds, the Delegated Officers shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit D reflecting the final terms and provisions of the Series 2022A Bonds and certifying that the final terms and provisions of the Series 2022A Bonds are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above.

Section 206. Form of Series 2022A Bond. The form of the Series 2022A Bonds is attached to this Supplemental Resolution as Exhibit A and is incorporated herein by this reference, and approved with such revisions and designations as required pursuant to the terms of sale thereof.

Section 207. Execution and Delivery of Series 2022A Bonds. The Series 2022A Bonds shall be manually executed on behalf of the University by the President of the Regents, countersigned by the Bursar of the University, and attested by the Secretary to the Regents. The Series 2022A Bonds shall be delivered to the purchaser thereof upon compliance with the provisions of Section 3.2 of the Resolution.

Section 208. Redemption of Series 2022A Bonds Prior to Maturity.

Upon the sale of the Series 2022A Bonds, the Series 2022A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Contract, as approved by the Delegated Officer in the Delegation Certificate, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all Series 2022A Bonds are to be redeemed, the particular maturities of such Series 2022A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2022A Bonds are to be redeemed, the Series 2022A Bonds to be redeemed will be selected by lot. If less than all of a Series 2022A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

If less than all of the principal amount of any Series 2022A Bond is redeemed, upon surrender of such Series 2022A Bond at the principal corporate trust office of the Trustee there shall be issued to the Registered Owners, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2022A Bond or Series 2022A Bonds, at the option of the Registered Owners, with like maturity and interest rate in any of the denominations authorized by this Supplemental Resolution.

(b) Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2022A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such Series 2022A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee and may be sent to all registered securities depositories and one or more national information services disseminating notices of redemption. With respect to any notice of optional redemption of Series 2022A Bonds, unless upon the giving of such notice such Series 2022A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2022A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2022A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 209. Book-Entry Only System.

(a) The Series 2022A 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 2022A Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2022A 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 2022A 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 2022A 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 2022A Bonds and all notices with respect to the Series 2022A 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 2022A 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 2022A Bond certificates (the “Replacement Bonds”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the Series 2022A 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 2022A 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 2022A 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 2022A 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 2022A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2022A Bonds.

(d) The Representations Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2022A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental 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 210. 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 2022A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
CREATION OF ACCOUNTS;
APPLICATION OF SERIES 2022A BOND PROCEEDS

Section 301. Creation of Accounts. In connection with the issuance of the Series 2022A Bonds, the University hereby establishes the following funds and subaccounts:

(i) the 2022A Project Account under the Construction Fund held by the University;

(ii) the 2022A Debt Service Account under the Bond Fund held by the Trustee;

(iii) the 2013B Escrow Account, to be held by the Escrow Agent;

(iv) the 2014 Escrow Account, to be held by the Escrow Agent; and

(v) the 2022A Costs of Issuance Account, to be held by the Escrow Agent.

Section 302. Application of Proceeds of Series 2022A Bonds. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2022A Bonds, proceeds of the sale of the Series 2022A Bonds (net of the Underwriter's fee for its services with respect to the 2022A Bonds), shall be applied as follows:

(i) Proceeds of the Series 2022A Bonds in the amount of accrued interest on the Series 2022A Bonds to the date of delivery thereof, if any, shall be deposited in the 2022A Debt Service Account under the Bond Fund.

(ii) Proceeds of the Series 2022A Bonds in the amount reflected in the Written Certificate shall be wired to the University for deposit into the 2022A Project Account to finance all or a portion of the 2022 Project. Before any payment is made from the 2022A Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) of the Resolution.

(iii) Proceeds of the Series 2022A Bonds in the amount as specified in a Written Certificate of the University shall be deposited into the University's Escrow Accounts until transferred for payment of the Refunded Bonds on the respective redemption date, or for investment as authorized 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 the 2022A Debt Service Account under the Bond Fund; and

(iv) The amount necessary to pay the 2022A Costs of Issuance, in the amount as specified in a Written Certificate of the University, shall be transferred to the 2022A Costs of Issuance Account held by the Escrow Agent. The Escrow Agent shall be directed in the Written Certificate to transfer any balance remaining in the 2022A Costs of Issuance Account, after payment of the 2022A Costs of Issuance, to the Trustee for deposit in the 2022A Debt Service Account under the Bond Fund no later than July 1, 2022.

ARTICLE IV
PLAN OF DEFEASANCE AND REDEMPTION

Section 401. Defeasance and Redemption of the Refunded Bonds. In the event the Series 2022A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the 2013B Refunded Bonds shall be irrevocably called for redemption on April 1, 2023 (the "2013B Redemption Date") and shall be refunded with proceeds of the Series 2022A Bonds, together with proceeds of investment thereof. Notices of defeasance and redemption of the 2013B Refunded Bonds shall be given as provided in the 2013B Supplemental Resolution, the Escrow Agreement and the Representations Letter.

In the event the Series 2022A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the 2014 Refunded Bonds shall be irrevocably called for redemption on April 1, 2022 (the "2014 Redemption Date") and shall be refunded with proceeds of the Series 2022A Bonds, together with proceeds of investment thereof. Notices of defeasance and redemption of the 2014 Refunded Bonds shall be given as provided in the 2014 Supplemental Resolution, the Escrow Agreement and the Representations Letter.

Pursuant to the Escrow Agreement, the University shall irrevocably set aside for and pledge to the Refunded Bonds money and Investment Securities in amounts which, together with known earned income from the Investment Securities, if any, will be sufficient in amount to pay the principal of and interest on the Refunded Bonds as the same become due upon maturity or on the respective 2013B Redemption Date and 2014 Redemption Date, as applicable. Based upon the foregoing, as shall be verified by a certified public accountant or the Municipal Advisor, as applicable, the Refunded Bonds will be defeased upon deposit of such money and Investment Securities, if any, immediately following the delivery of the Series 2022A Bonds.

Upon establishment and funding of the Escrow Accounts, the money, securities and funds pledged under the Resolution, and all covenants, agreements and obligations of the University to the holders of the Refunded Bonds shall thereupon cease, terminate and thereupon become void and be discharged and satisfied.

After all the Refunded Bonds shall have become due and payable upon maturity or pursuant redemption, any investments remaining in the Escrow Accounts 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 University for deposit into the 2022A Debt Service Account under the Bond Fund.

Section 402. Investment Securities. Pursuant to the Escrow Agreement, Investment Securities may be purchased with proceeds of the Series 2022A Bonds and deposited into the Escrow Accounts to defease and redeem the Refunded Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Regents authorize a request for bids be issued on behalf of the University by a bidding agent (the "Bidding Agent"), to solicit bids to provide certain Investment Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the "Open Market Securities"). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Investment Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Delegated Officer is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University's acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the Series 2022A Bonds, such certifications as shall be necessary to evidence the University's compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V
MISCELLANEOUS

Section 501. Other Actions With Respect to Series 2022A Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the Series 2022A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2022A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Regents or the Bursar shall be unavailable to execute the Series 2022A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Regents.

Section 502. Governing Law. By the acceptance of the Series 2022A Bonds, the owners of the Series 2022A Bonds shall be deemed to agree that their rights as bondholders shall be governed by the laws of the State of Idaho.

Section 503. 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) 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 2022A Bonds; but the owners of the Series 2022A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 504. Savings Clause. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

Section 505. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 506. Restatement of Resolution. To the extent that this Supplemental Resolution amends or supplements the Resolution, the Resolution shall be treated as so amended or supplemented, and the University is hereby authorized to incorporate any of the provisions of this Supplemental Resolution into a restatement of the Resolution.

(The next page is the signature page)

ADOPTED AND APPROVED this 15th day of December, 2021.

REGENTS OF THE UNIVERSITY OF IDAHO

____
President

____
Vice President for Finance and Bursar

ATTEST:

____
Secretary

SCHEDULE 1

2013B Refunded Bonds

April 1	Outstanding Principal Amount	Interest	CUSIP 914318
2024	$305,000	3.100	H37
2025	315,000	3.300	H45
2026	325,000	3.500	H52
2027	335,000	3.650	H60
2028	350,000	3.800	H78
2029	365,000	3.900	H94
2030	375,000	4.000	J27
2033*	1,225,000	4.300	H86

*Term bond, stated maturity.

SCHEDULE 1

2014 Refunded Bonds

April 1	Outstanding Principal Amount	Interest	CUSIP 914318
2023	$980,000	5.000%	V80
2024	1,035,000	5.000	V98
2025	1,080,000	5.000	W22
2026	1,135,000	5.000	W30
2027	1,195,000	5.000	W48
2028	1,255,000	5.000	W55
2029	1,315,000	5.000	W63
2030	1,385,000	5.000	W71
2031	1,450,000	5.000	W89
2032	1,525,000	5.000	W97
2033	1,605,000	5.000	X21
2035*	3,420,000	4.000	X39
2039*	7,855,000	5.250	X47
2045*	14,780,000	4.000	X54

*Term bond, stated maturity.

EXHIBIT A

FORM OF SERIES 2022A

[Face of Bond]

R-__________ $_______________

UNITED STATES OF AMERICA
STATE OF IDAHO

REGENTS OF THE UNIVERSITY OF IDAHO
GENERAL REVENUE AND REVENUE REFUNDING BOND, SERIES 2022A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
		____/__/2022	914318___

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the University of Idaho, 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 or the date of prior redemption, whichever occurs first, 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 _____, 2022, and semiannually on each October first and April first 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 a special 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 of Idaho, nor shall payment hereof be enforceable out of any funds of the University other than the revenues, fees, and charges pledged thereto in the Bond Resolution (hereinafter defined). Pursuant to the Bond Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund (as defined in the Bond Resolution) to provide for the prompt payment of the principal of and interest on, and redemption price of, the hereinafter defined Series 2022A 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 Bond Resolution.

Both principal of 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 (the "Bond Register") of the University maintained by the principal corporate trust office of Computershare Trust Company, N.A., (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 corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Series 2022A Bond is one of a duly authorized issue of General Revenue Refunding Bonds, Series 2022A (the "Series 2022A Bonds") of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, redemption provisions, and dates of maturity, aggregating $____________ in principal amount. The Series 2022A Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly chapter 38 of Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code, and proceedings duly adopted and authorized by the Regents of the University (the "Regents"), on behalf of the University, more particularly the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as further amended and supplemented by a Supplemental Resolution adopted by the Regents on December 15, 2021, authorizing the issuance of the Series 2022A Bonds (collectively, the "Bond Resolution").

This Series 2022A Bond is one of the Series 2022A Bonds of the University issued for the purpose of (i) refunding certain of the University's outstanding General Revenue Bonds, Series 2014, and (ii) paying expenses properly incident thereto and to the issuance of the Series 2022A Bonds. The principal of, interest on, and redemption price of the Series 2022A Bonds is payable solely from certain revenues and funds of the University pledged therefor and consisting generally of revenue from certain student fees and enterprises as more particularly set forth in the Bond Resolution.

The Series 2022A Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the University or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[insert redemption provisions]

Reference is hereby made to the Bond Resolution for the covenants and declarations of the University and other terms and conditions under which this Series 2022A Bond and the Series 2022A Bonds of this series have been issued. The covenants contained herein and in the Bond Resolution may be discharged by making provisions, at any time, for the payment of the principal of and interest on this Series 2022A Bond in the manner provided in the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond 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 2022A Bonds of this series does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Regents of the University of Idaho have caused this Bond to be executed by the manual or facsimile signature of the President of the Regents, of the Bursar of the University, and attested by the manual or facsimile signature of the Secretary of the Regents, and a facsimile or original of the official seal of the University to be imprinted hereon, as of this ____ day of ________________, 2022.

THE REGENTS OF THE UNIVERSITY OF IDAHO

[SEAL]

By ____________________________________
President

COUNTERSIGNED:

____
Bursar

ATTEST:

____
Secretary

****

[Form of Trustee's Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: ______________________

This Bond is one of the Regents of the University of Idaho General Revenue and Revenue Refunding Bonds, Series 2022A, described in the within-mentioned Bond Resolution.

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

By ___________________________________
Authorized Officer

[End of Form of Trustee's Certificate of Authentication]

****

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: ____

Address: ____

____

Tax Identification No.: ____

the within Bond and hereby irrevocably constitutes and appoints ____________________

____

of ____
to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ____________________ ____________________________

____
Registered Owner

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).

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[End of Form of Assignment]

****

** Include when Bonds registered with DTC.**
[Bracketed text deleted when Bonds DTC-registered.]

[End of Form Series 2022A Bond]

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT C

FORM OF ESCROW AGREEMENT

EXHIBIT D

FORM OF DELEGATION CERTIFICATE

MOODY'S
INVESTORS SERVICE

CREDIT OPINION
20 January 2021

Rate this Research

University of Idaho, ID

Update to credit analysis

Contacts

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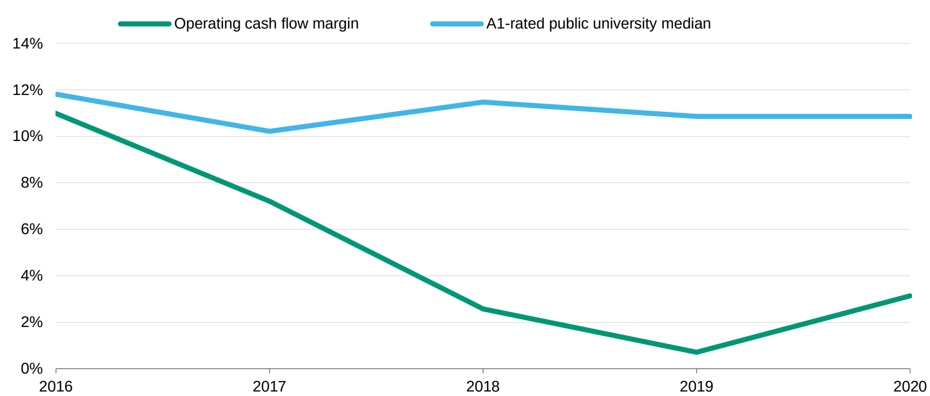
Summary

The University of Idaho's (A1 negative) credit profile remains supported by it's prominent role in the state as the land grant university, with a notable research profile and outreach centers across the state. The university's overall wealth levels and donor support enhance credit quality. Total cash and investments will increase in fiscal 2021 due to a sizeable upfront payment received through a utility concession agreement, with an offsetting increase in total adjusted debt. In line with the university's fiscal recovery plan, fiscal 2020 operating performance improved over fiscal 2019 but remained unsustainably thin. Favorably, the university projects further improvement in fiscal 2021 operating performance due to the continued sizeable expense reduction efforts. However, the university realized a nearly 7% enrollment decline in fall 2020 due to impacts from the coronavirus on student recruitment, and expects some additional softening in the upcoming spring semester. This drop in enrollment, combined with the university's affordability focus will limit the university's ability to sustain growing net tuition revenue and will likely require additional budget reductions should enrollment not rebound to pre-pandemic levels.

Exhibit 1
The University of Idaho's operating performance remains weaker than peers, but improvement expected to continue in fiscal 2021 as the university's budget reductions plans are implemented



Source: Moody's Investors Service

Credit strengths

» Land-grant university in the State of Idaho (Aa1 stable), with a statewide presence through instructional and research centers

» Sound donor support, with three-year average gift revenue of nearly $25 million as of fiscal 2020

» Relatively diverse revenue streams, with state appropriations, net tuition revenue, and grants and contracts accounting for approximately 39%, 29%, and 21% of operating revenue, respectively in fiscal 2020

» Upfront payment received through utility public-private partnership will provide funds for investment in strategic initiatives

Credit challenges

» Operating performance remained relatively thin compared to peers in fiscal 2020, with an operating cash flow margin of 3.1%, although management projects for continued improvement in fiscal 2021

» Liquidity remained thin, although stable, in fiscal 2020 with approximately $63 million in monthly liquidity providing 61 monthly days cash on hand

» Lower enrollment in fall 2020 due to the coronavirus pandemic

» Pro forma total adjusted debt to operating revenue, including concession agreement commitments, exceeds sector median at 1.5x even as average age of plant of over 20 years points to ongoing capital investment needs

Rating outlook

The negative outlook reflects the university's enrollment declines during the 2021 academic year and limited prospects for sustaining revenue growth in the near term. The negative outlook also reflects the uncertainty of continued operating performance, absent additional budget reductions, should enrollment not rebound to pre-pandemic levels.

The outlook could be revised to stable should the university's relatively weak operating performance and liquidity continue to improve with gains in fiscal 2021 and 2022 and enrollment begin to stabilize in fall 2021

Factors that could lead to an upgrade

» Sustained strengthening of operating performance including annual revenue growth

» Continued growth in total wealth and liquidity

» Stabilization of enrollment and increasing net tuition revenue

Factors that could lead to a downgrade

» Inability to continue to improve operating performance and annual debt service coverage

» Material decline in liquidity

» Continued enrollment declines or inability to grow net tuition revenue

Key indicators

Exhibit 2

UNIVERSITY OF IDAHO, ID

	2016	2017	2018	2019	2020	Median: A Rated Public Universities
Total FTE Enrollment	9,518	9,430	9,514	9,475	8,788	9,575
Operating Revenue ($000)	370,021	379,941	379,152	383,067	379,085	222,237
Annual Change in Operating Revenue (%)	0.0	2.7	-0.2	1.0	-1.0	2.9
Total Cash & Investments ($000)	397,408	424,554	439,710	419,149	427,755	189,897
Total Debt ($000)	188,888	183,738	173,625	168,243	184,063	141,550
Spendable Cash & Investments to Total Debt (x)	1.0	1.1	1.2	1.0	0.9	1.1
Spendable Cash & Investments to Operating Expenses (x)	0.5	0.5	0.5	0.4	0.4	0.6
Monthly Days Cash on Hand (x)	120	112	84	58	61	155
Operating Cash Flow Margin (%)	11.0	7.2	2.6	0.7	3.1	10.1
Total Debt to Cash Flow (x)	4.6	6.7	17.8	62.0	15.5	6.6
Annual Debt Service Coverage (x)	3.3	2.4	0.7	0.2	1.0	2.1

Source: Moody's Investors Service

Profile

The University of Idaho (U of I) is the state's land-grant and leading research university with its main campus located in Moscow, ID. The university maintains a statewide presence through its agricultural and research facilities as well as several instructional facilities in Coeur d'Alene, Boise, and Idaho Falls. In fiscal 2019, the university generated approximately $379 million in operating revenue and enrolled 8,788 full-time equivalent (FTE) students as of fall 2020.

Detailed credit considerations

Market profile: lower enrollment during the coronavirus pandemic increases the challenge to sustaining net tuition revenue growth

The university's market position continues to be supported by its role as the state's flagship public university and notable research activity, although its student market faces high competition and prospects for near-term net tuition revenue growth remain limited. U of I's fall 2020 FTE enrollment declined approximately 7%, mainly due to impacts from the coronavirus. Through the fall semester, the university reported its fiscal 2021 net tuition revenue down roughly 5% compared to last year due to the fall enrollment decline and this will weaken further as the university projects for its spring semester enrollment to soften by up to 6%. In an agreement with the state's other public universities, U of I froze its fiscal 2021 tuition rates, and a similar freeze is being considered for next year. U of I's prospects for growing net tuition revenue will remain closely linked to the ability to stabilize and grow enrollment given the flat tuition rates for in-state students and increased tuition discounting to target non-resident students.

Although the university's scope of operations remains smaller than other flagship universities, U of I benefits from its statewide presence, and the university's state appropriations per student of $15,683 is significantly stronger than the public university median of $7,130. In addition, the university's role as the state's largest research university enhances its strategic position and contributes to its importance as an economic development engine for the state. Research expenses were $75 million in fiscal 2020.

Operating performance: weaker operating performance improving as multi-year budget cuts continue to be implemented

The university's operating performance, although relatively weak, improved in fiscal 2020 and management projects additional improvement in fiscal 2021 as substantial program prioritization and multi-year budget reductions are implemented. In fiscal 2020, the university made base budget reductions of $3 million plus an additional $14 million in new one-time reductions. These $14 million reductions were carried over as base budget reductions in fiscal 2021 and an additional $8 million in one-time cuts have been implemented for fiscal 2021 to address the declining net tuition revenue.

In response to the coronavirus, the state of Idaho implemented a 5% reduction in the university's fiscal 2021 appropriations, although the university has been able to mitigate this budget impact through mandatory furloughs and the use of some previously appropriated state funds. For fiscal 2022, the governor has recommended a budget that would restore the 5% reduction made in fiscal 2021 and provide a slight increase in higher education funding. The University of Idaho, along with in-state peers Boise State University (Aa3 Stable) and Idaho State University (A1 stable) have committed to keeping tuition rates flat in fiscal 2022 should the legislature approve the governor's proposal.

Wealth and liquidity: total wealth to increase due to utility system concession agreement

Reserves held relatively stable at the university in fiscal 2020 due to the success of implemented budget initiatives following a multi-year period of decline. However, the university's approximately $172 million in spendable cash and investments as of June 30, 2020 remains nearly 5% below fiscal 2016 levels. Additionally, the university's spendable cash and investments to operating expenses of 0.43x remains well below the A1-rated median of 0.7x.

In fiscal 2021, the university's total wealth has increased due to a recently finalized utility system concession agreement with Sacyr Plenary Utility Partners Idaho, LLC. As part of the agreement, the university has received an upfront payment of $225 million. Of this amount, $188 million will be placed in a newly formed Strategic Initiatives Fund. This fund will be presented as a blended component foundation at the university and will be under the direction of a three-member board that is appointed by the university. The fund will make annual disbursements to the university in support of several key strategic initiatives including student success and research and marketing and branding.

Liquidity

The university's liquidity remains low compared to peers, although favorably, liquidity remained fairly stable in fiscal 2020. The university's $62 million in monthly liquidity as of June 30, 2020 provides 61 monthly days cash on hand, well below the A1-rated median of 170 days. Favorably, the university reports continued success with its budget reduction and cash preservation efforts, and expects some slight improvement in liquidity in fiscal 2021.

Leverage: manageable leverage, although utility concession agreement will add to total adjusted debt

U of I's leverage will remain manageable as the university continues to improve its operating performance and stabilize reserves. The university's spendable cash to total debt of 0.9x in fiscal 2020 remains below the A1-rated median of 1.2x. Similarly, the university's total debt to cash flow of 15.5x remains well above the A1-rated median, but represents a notable improvement over the previous year as the university continues to improve its operating performance in accordance with its fiscal recovery plan.

As part of the utility system concession agreement, the university defeased approximately $26 million of the outstanding principal amounts on the Series 2014 and Series 2018A bonds. While management cites no near term borrowing plans, a higher than typical age of plant points the potential for ongoing capital needs.

Legal security

The university's outstanding and anticipated general revenue bonds are secured by Pledged Revenues of the University of Idaho, which include tuition and student fees, auxiliary revenue and other specified revenue. The university has covenanted to establish and maintain Pledged Revenues greater than 1x annual debt service. In fiscal 2020, Pledged Revenues of $148.5 million providing approximately 11.3x coverage of maximum annual debt service following the issuance of the 2021A bonds.

Debt structure

With the university's Series 2021A refunding bonds, the university will refinance its only variable rate debt, and move to an all fixed-rate debt structure.

Debt-related derivatives

The University of Idaho has no debt-related derivatives

Pensions and OPEB

The university has a moderate pension obligation that accounts for approximately 46% of its total outstanding debt as of June 30, 2020 associated with its participation in the cost-sharing multiple-employer defined benefit plan administered by the Public Employee

Retirement System of Idaho (PERSI). Since 1990, new employees at the university have been automatically enrolled in a defined contribution plan. In fiscal 2020, the combined pension and OPEB expenses accounted for roughly 5.5% of operating expenses.

ESG considerations

Environmental

Environmental considerations do not have a material credit impact. The university's primary location in Moscow, Idaho introduces only medium exposure to heat and water stress according to Moody's affiliate Four Twenty Seven. The University of Idaho has a variety of sustainability measures, including infrastructure improvements, that will lower the university's carbon footprint in addition to multiple environmental research efforts.

Social

We regard the coronavirus outbreak as a social risk under our ESG framework, given the substantial implications for public health and safety. After transitioning all classes to an online format during the spring 2020 semester, U of I re-opened its campus and implemented a hybrid operating model, including some in-person instruction. Management cited the coronavirus pandemic as a primary driver of the decline in enrollment for fall 2020 and indicated that its enrollment rebounding to historic levels would likely be dependent on the duration of the pandemic.

The university confronts several additional social risks. Demographics within the state of Idaho are generally favorable, with the number of high school graduates expected to increase through 2026. However, the state has a relatively low college going rate, and the higher education environment remains highly competitive within the state and region. Favorably, the university plays an important role in the state as the leading research university.

Governance

In line with the university's fiscal recovery plan, U of I's financial leadership achieved improved operating in fiscal 2020 and management currently projects further improvement in fiscal 2021. However, careful budgetary oversight will be necessary to sustain operating performance improvements given limited revenue growth prospects due to a continued focus on minimizing tuition increases.

The eight members of the university's Board of Regents also serve as the Idaho State Board of Education, which governs K-20 education in the state of Idaho. Seven members are appointed by the governor and serve four-year terms and the eighth member is the elected State Superintendent of Public Instruction. This board also sets the approved maximum tuition and fee increase annually for the university. For fiscal 2021, the four public universities within the state have agreed to freeze their tuition rates for fiscal 2021 to enhance student affordability. Management indicates that tuition rates for fiscal 2022 could remain flat, although the expectation is that state appropriations would be increased to offset that amount.

Rating methodology and scorecard factors

The Higher Education rating methodology includes a scorecard that summarizes the factors that are generally most important to higher education credit profiles. Because the scorecard is a summary and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not match an assigned rating. We assess strategic positioning on a qualitative basis, as described in the methodology.

Exhibit 3

University of Idaho, ID

Scorecard Factors and Sub-factors		Value	Score
Factor 1:	**Market Profile (30%)**		
	Scope of Operations (Operating Revenue) ($000)	379,085	A1
	Reputation and Pricing Power (Annual Change in Operating Revenue) (%)	(1.0)	B1
	Strategic Positioning	A	A
Factor 2:	**Operating Performance (25%)**		
	Operating Results (Operating Cash Flow Margin) (%)	3.1	Baa1
	Revenue Diversity (Maximum Single Contribution) (%)	39.2	Aa1
Factor 3:	**Wealth & Liquidity (25%)**		
	Total Wealth (Total Cash & Investments) ($000)	427,755	Aa2
	Operating Reserve (Spendable Cash & Investments to Operating Expenses) (x)	0.4	A1
	Liquidity (Monthly Days Cash on Hand)	61	A2
Factor 4:	**Leverage (20%)**		
	Financial Leverage (Spendable Cash & Investments to Total Debt) (x)	0.9	Aa3
	Debt Affordability (Total Debt to Cash Flow) (x)	15.5	A3
	Scorecard-Indicated Outcome		A1
	Assigned Rating		A1

Data is based on most recent fiscal year available. Debt may include pro forma data for new debt issued or proposed to be issued after the close of the fiscal year.

For non-US issuers, nominal figures are in US dollars consistent with the Higher Education Methodology.

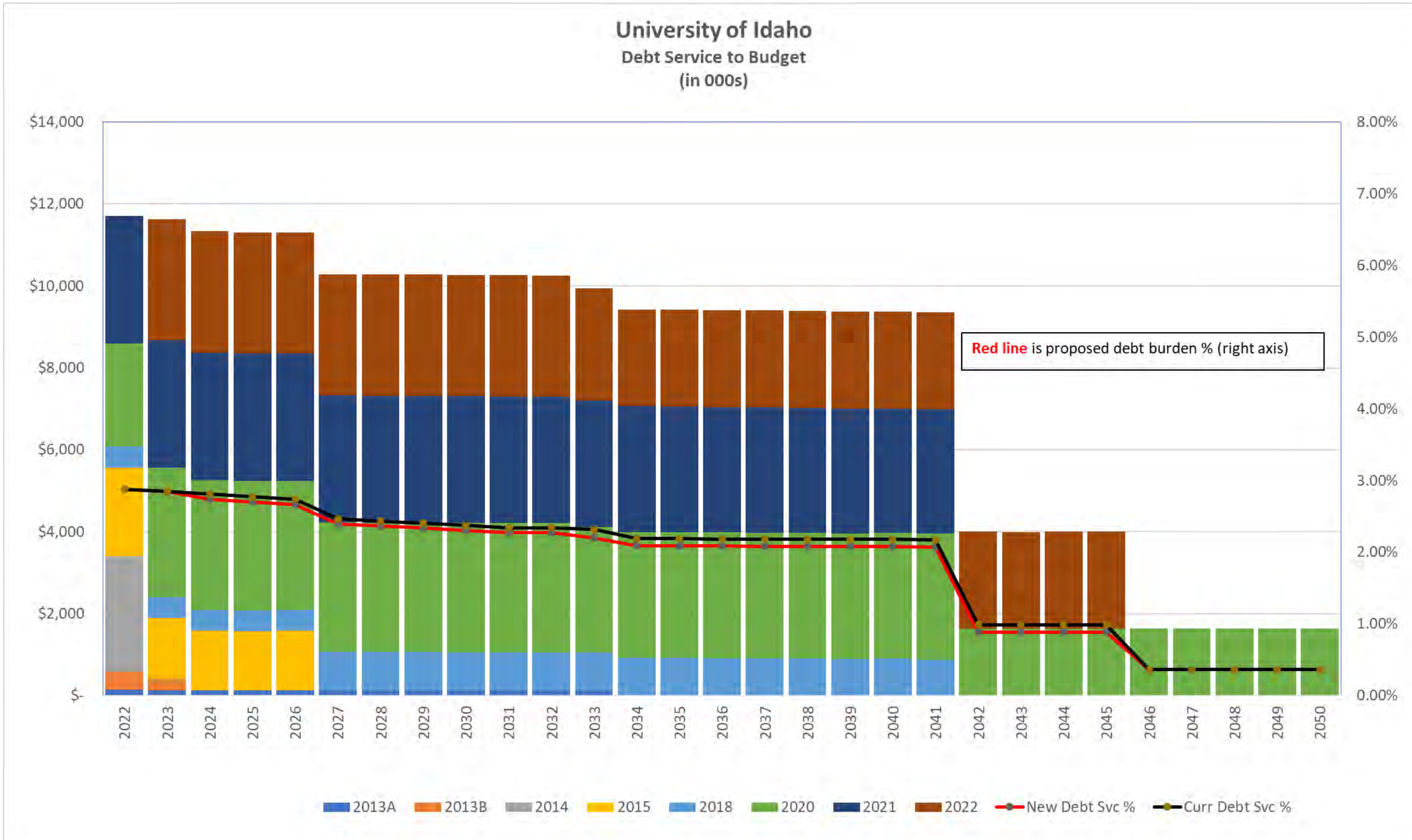
Source: Moody's Investors Service

REPORT NUMBER 1260872

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Moody's
INVESTORS SERVICE


University of Idaho
Debt Service to Budget
(in 000s)
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$-
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
Red line is proposed debt burden % (right axis)
2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050
2013A
2013B
2014
2015
2018
2020
2021
2022
New Debt Svc %
Curr Debt Svc %

University of Idaho

Ten Year Debt Projection

December 2021

		FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current University debt service	$ 11,716,066	$ 11,639,543	$ 11,636,993	$ 11,612,288	$ 11,610,708	$ 10,590,813	$ 10,584,898	$ 10,584,598	$ 10,571,319	$ 10,560,356
2	Projected debt service after refunding and new money	$ 11,716,066	$ 11,627,342	$ 11,332,343	$ 11,310,593	$ 11,307,158	$ 10,280,888	$ 10,279,200	$ 10,278,200	$ 10,269,406	$ 10,262,944
3	Net savings	$ -	$ 12,201	$ 304,650	$ 301,695	$ 303,550	$ 309,925	$ 305,698	$ 306,398	$ 301,913	$ 297,413
4	Operating budget	$ 406,894,291	$ 408,460,458	$ 413,549,201	$ 418,712,070	$ 423,950,271	$ 429,265,030	$ 434,657,597	$ 440,129,243	$ 445,681,262	$ 451,314,971
5	Current debt service as % of operating budget (1/4)	2.88%	2.85%	2.81%	2.77%	2.74%	2.47%	2.44%	2.40%	2.37%	2.34%
6	Future debt service as % of operating budget (2/4) *8% is the SBOE and U of I policy limit*	2.88%	2.85%	2.74%	2.70%	2.67%	2.39%	2.36%	2.34%	2.30%	2.27%

Revenue Assumptions:

7 General Fund (Appropriations, Student Fees) increase average of 1% annually

8 Grants (Federal, State, Other) and Indirect Cost Recovery increase average of 2% annually

9 Gifts increase average of 1% annually

10 Auxiliary and other sales increase average of 1% annually

11 All other revenues remain flat

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho 4+1 Program Fees

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.i.1.c

BACKGROUND/DISCUSSION

The University of Idaho (UI) would like to initiate a 4+1 program for resident undergraduate students to continue into a non-thesis Master's program in the same or related discipline. Rather than charging the graduate tuition rate when matriculating to the graduate program, successful applicants to the program would be charged the regular undergraduate student rate for full-time attendance during the Master's program.

IMPACT

Approval of the request will create a financially beneficial and incentivized path for undergraduate students to matriculate into a four year plus one year coordinated undergraduate/graduate program. Undergraduate students would be eligible for graduate study by meeting the minimum institutional requirements established by the College of Graduate Studies. A survey of departments who are interested in developing the program found strong interest in the 4+1 program and the tuition relief would incentivize students to take advantage of a graduate program which will enhance their employability and future contribution to the workforce. Financially, under the 2021-2022 tuition structure, approval of this request would reduce the tuition by $1,572 for a student entering into the 4+1 program. The program would be available only to Idaho resident students entering the same or closely related graduate degree program. While this tuition structure will reduce the tuition collected per student, it is intended to incentivize more undergraduate students to move directly into graduate programs thereby increasing total graduate enrollment and offsetting the per-student tuition loss once the program is fully established. Initial data suggests there is interest across multiple disciplines. Students who enter the workforce with a graduate degree generally earn at least 20% more than those with a bachelors. Additionally, there are an increasing number of disciplines where a graduate degree is now the required entry level credential.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

As our institutions seek to make the college experience both affordable and therefore accessible, the University of Idaho has developed a plan to reduce costs for students who choose to extend their studies in order to obtain a Master's degree in the same discipline as their undergraduate program. The plan expands opportunities for students even while reducing the cost to obtain a Master's degree.

The 4+1 program in intended to support Idaho students by encouraging a graduate degree but at an undergraduate cost. Any reduction in revenue due to cost is anticipated to be offset by increases in enrollment. Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's request to implement a 4+1 program for resident undergraduate students to continue into a non-thesis Master's program in the same or related discipline at the regular undergraduate tuition structure.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

LEWIS-CLARK STATE COLLEGE

SUBJECT

Purchase and Financing of College Place Student Housing located at 814 4th Street in Lewiston

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.2 and V.F. (specifically V.F.4.b.v related to variable rate debt)
Idaho Code sections 33-107, 33-3104, and 33-3804.

BACKGROUND/DISCUSSION

Lewis-Clark State College (LCSC) requests approval to purchase and finance a student housing building located at 814 4th street in Lewiston, adjacent to LCSC's campus and within LCSC's designated area of impact. The 28,976 square foot, 22-unit and 88-bedroom, student housing development is located on six contiguous tax parcels totaling 0.98 acres.

LCSC currently manages the property and occupancy on behalf of the owners in exchange for a management fee. LCSC seeks approval to purchase the property for $5,000,000 plus closing costs for a total cost not to exceed $5.2 million.

LCSC has conducted due diligence relating to the property and has received a full appraisal and building inspection. The appraised value is $4,640,000. Through negotiations with the sellers, LCSC requests to exceed the appraised value by 7.8% for a purchase price of $5,000,000 of which is lower than the requested purchase price.

The property is of strategic value to LCSC with its location in direct proximity to the main campus. The image below identifies the property in red.

The building is necessary to serve the current housing demand and to aid student needs by maintaining affordable housing. Additionally, the acquisition assists in meeting LCSC's campus facility master plan objective of providing campus proximity residential life housing. The loss of use of the building and property, such as if sold to a private investor, would have long-term implications for LCSC's ability to meet current student housing needs.

The purchase is conditioned on securing Board approval to purchase and finance the property with bond proceeds. If approved, LCSC expects to close on the purchase on or before December 30, 2021.

The funding source for this project will be institutional reserves and bond proceeds.

Project Acquisition

Lewis-Clark State College (LCSC) further requests the Board's approval to issue, not to exceed the aggregate principal amount of $4,000,000, tax-exempt general revenue project bonds ("Series 2021 Bonds") pursuant to a Master Resolution. A portion of the purchase price will be financed with proceeds of the Series 2021 Bonds.

Principal Amount

$4,000,000

Amortization Plan

The amortization schedule for the Series 2021 Bonds reflects level debt service and are provided as an exhibit to the Master Resolution. The Series 2021 Bonds will have a final maturity of October 1, 2041.

Interest Rates

The Series 2021 Bonds shall bear interest at the rate of 2.10% per annum through October 1, 2036, at which point the rate shall reset annually thereafter until maturity according to the Federal Home Loan Bank Des Moines 1-Year Fixed Rate Advance Rate plus 0.67%.

Source of Security

General revenue pledge of LCSC, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships.

IMPACT

The primary purpose of the acquisition is to meet the current residential housing demand. The building is located in a strategic area within the boundaries of the

LCSC Campus and is for sale by owner. The facility sits on land within the original campus boundary that was sold to a private developer for use as a residence hall. The purchase of this facility by another entity could have long term implications for campus operations, development and success.

LCSC estimates occupancy revenue will be sufficient to cover the bond debt service, operating expense, and capital improvements. The debt service will be approximately $245,000 per year for the first 15 years. The debt service for the final 5 years is unknown at this time, as the interest rate will reset in 2036 as described in the Interest Rate section hereof.

ATTACHMENTS

Attachment 1 – Proposed Purchase Agreement
Attachment 2 – Master Bond Resolution
Attachment 3 – Debt Service to Budget
Attachment 4 – Ten Year Debt Service Projection
Attachment 5 – Debt Burden Ratio

STAFF COMMENTS AND RECOMMENDATIONS

The property that Lewis-Clark State College seeks to acquire is extremely strategic given its location in the parking lot on the west side of campus. The purchase provides flexibility, allows control of that student residence space to be completely in the control of the College and provides a pivotal position for the campus both physically and financially.

Board Policy V.F.4.b.v.2 states, “In order to limit exposure to interest rate risk, an institution’s amount of variable rate debt outstanding shall not exceed twenty percent (20%) of an institution’s total debt portfolio without prior Board approval.” Lewis-Clark State College’s current debt is zero, so the variable rate debt will be 100%, requiring Board approval.

This is a rare opportunity for the College. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to purchase the property located at 814 4th Street in Lewiston, for an amount not exceed $5.2 million, subject to bond financing approval; to authorize the Vice President and Chief Financial Officer to execute all necessary documents to complete the purchase as outlined herein, and to find that this project is necessary for the proper operation of LCSC and is economically feasible.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

AND

I move to approve Lewis-Clark State College's request for authorization of variable rate debt in amount greater than 20% of LCSC's total outstanding indebtedness.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

AND

I move to approve the Master Resolution for the Series 2021 Bonds as set forth in Attachment 2, the title of which is as follows:

> A resolution of the Board of Trustees of Lewis-Clark State College, authorizing the issuance and sale of General Revenue Bonds, Series 2021, in the principal amount of $4,000,000; providing for the acquisition, construction, reconstruction or repair of certain facilities; establishing certain funds and accounts; authorizing the execution and delivery of a bond purchase agreement; providing for the issuance of additional bonds for future Projects; and providing for other matters relating to the authorization, issuance, sale, and payment of bonds.

<u>Roll call vote is required.</u>

Moved by __________ Seconded by __________ Carried Yes _____ No _____

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of November, 2021, by and between the **COLLEGE PLACE, LLC** ("Seller"), and **STATE OF IDAHO, BY AND THROUGH THE STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE**, hereinafter referred to as "BUYER".

WITNESSETH:

WHEREAS, Seller is the owner of certain real Property (hereinafter referred to as the "Property"), situate in Nez Perce County, State of Idaho, to wit:

See Exhibit A – Legal Description of the Property – attached hereto and incorporated by reference

Also known as College Place, 814 4th Street, Lewiston, ID 83501

AND WHEREAS, Seller is desirous of selling, and Buyer is desirous of purchasing, the Property.

NOW THEREFORE, IT IS MUTUALLY AGREED:

1. **SALE AND PURCHASE**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, the Property, in accordance with the terms of this Agreement.

2. **PURCHASE PRICE AND PAYMENT**. As the purchase price for the Property. Buyer shall pay to Seller the sum of **Five Million and No/100 Dollars ($5,000,000.00)** in the following manner:

A. The sum of **Ten Thousand and No/100 Dollars ($10,000.00)** shall be deposited with **TitleOne** within thirty (30) business days following execution of this Agreement by both Buyer and Seller. Said earnest money shall be held by TitleOne in a trust account and shall be applied to the purchase price at closing.

B. The sum of **Four Million Nine Hundred Ninety Thousand and No/100 Dollars ($4,990,000.00)**, in cash (the remaining balance due), shall be paid at the date of closing, as set forth in paragraph 7.

3. **ITEMS INCLUDED AND EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the Property are included in the purchase price (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, all ranges, ovens, dishwashers, fuel tank and irrigation fixtures and equipment and equipment, that are now on or used in connection with the Property and shall be included in the sale unless otherwise provided herein.

A. **ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** 88 mattresses, 88 box springs, 88 bed frames, 88 wardrobe/bureaus, 88 desks and chairs, 22 microwave ovens, lounge furniture (couches, chairs, coffee/side tables, lamps, study tables and chairs), office furniture (desk, office chair), wireless access points, and other furniture and fixtures within the facility.

B. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

__N/A____

4. **TITLE AND CONVEYANCE.** Seller shall convey the Property to Buyer pursuant to a warranty deed in the form attached hereto as Exhibit B.

5. **TITLE INSURANCE.** Seller agrees to furnish to Buyer, at Seller's expense, an owner's policy of title insurance, in standard form, in the sum of **Five Million and No/100 Dollars ($5,000,000.00)**, insuring Buyer against loss or damage by reason of defect in title to the Property. A title insurance commitment shall be delivered to Buyer within thirty (30) business days of the date this Agreement is signed by both parties and

shall show no exceptions other than the standard printed exceptions, easements and rights-of-way of record and established by use, and current taxes.

6. **DISCLAIMER OF WARRANTIES AND INDEPENDENT INSPECTION.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN THE WARRANTY DEED, BUYER HEREBY ACKNOWLEDGES THAT THE PROPERTY IS SOLD "AS IS" WITH SELLER MAKING NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES IMPLIED UNDER LAW, ARE HEREBY DISCLAIMED BY SELLER AND SUCH DISCLAIMER IS ACCEPTED BY BUYER.

7. **RISK OF LOSS.** Pending the time of closing, the risk of loss with respect to the Property shall be borne by Seller. If the Property is damaged by fire or other casualty prior to closing, Buyer shall have the right to terminate this Agreement without liability by giving written notice of termination in the manner provided in paragraph 15.K. In the event Buyer gives proper notice of termination of this Agreement pursuant this paragraph, Buyer shall be entitled to return of the earnest money specified in paragraph 2.A.

8. **CLOSING DATE.** Closing shall occur on or before 5:00 p.m. Pacific Time on December 31, 2021.

9. **POSSESSION.** Buyer shall be let into possession of the Property as of the time of closing.

10. **TAXES AND ASSESSMENTS.** Taxes and assessments on the Property shall be prorated as of the date of closing.

11. **CLOSING COSTS.** The respective parties shall pay or share the closing costs as follows:

A. Seller shall pay for the cost of preparation of the deed.

B. Seller shall pay for the owner's title insurance policy.

C. Seller shall pay for the cost of recording the deed.

D. Buyer and Seller shall each pay ½ of the fee of the closing agent. The closing agent for the transaction shall be:

<u>TitleOne</u>

1230 Idaho Street
Lewiston, ID 83501
Phone: (208) 746-3513

E. Seller and Buyer shall each pay their own respective attorney's fees.

12. **REMEDIES.** The parties' remedies for breach of the Agreement shall be:

A. In the event Buyer fails to pay the full purchase price for the Property, or fails to perform any of the other covenants, agreements or stipulations on Buyer's part to be performed as herein made and entered into, TIME BEING OF THE ESSENCE OF THIS AGREEMENT, Seller may declare a forfeiture and terminate this Agreement and any rights of Buyer in the Property, and in the event of such forfeiture and termination, the Earnest Money paid by Buyer pursuant to paragraph 2.A of this Agreement shall be disbursed by TitleOne to Seller as liquidated damages for breach of this Agreement by Buyer, and as Seller's sole and exclusive remedy for Buyer's breach of this Agreement, and Seller shall have the immediate right to exclusive possession of the Property together with any improvements. Buyer and Seller recognize and agree that Seller's actual damages for such breach by buyer would be difficult or impossible to ascertain, and that the amount of the liquidated damages was reached by negotiation between the parties as a reasonable estimate of such damages and does not constitute a penalty.

B. If, prior to closing, Seller fails to perform of its covenants, agreements or stipulations under this Agreement, the Earnest Money paid by Buyer pursuant to paragraph 2.A of this Agreement shall be disbursed by TitleOne to Buyer and Buyer shall also have the right to sue Seller for specific performance and for any damages incurred by Buyer as a consequence of Seller's failure to perform.

13. **REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that the following representations and warranties are true and correct as of the date hereof and as of the Closing Date:

(a) There is no suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or threatened against or specifically relating to the ownership and transferability of the Property by Seller;

(b) There is no pending, or to Seller's knowledge, threatened eminent domain proceeding affecting the Property;

(c) There is no portion of the Property designated as a "critical habitat" as that term is defined in the Endangered Species Act of 1973, 16 U.S.C. §1531 et seq., as amended (the "Endangered Species Act") for a "threatened species" or "endangered species" as those terms are defined in the Endangered Species Act;

(d) Seller has received no written notice from any governmental agency suggesting that the Property is or may be targeted for clean-up of Hazardous Substances (defined below), and Seller has no Knowledge of any such clean-up activity or of any above-ground or underground storage tanks on the Property. Neither Seller, nor to Seller's Knowledge any third party, has released, discharged, or emitted Hazardous Substances on, in or under the Property in violation of applicable Environmental Law (defined below) or that would otherwise create any liability for Buyer under current Environmental Laws. As used herein, the term "**Hazardous Substance**" means any substance or material defined or designated as a hazardous substance, hazardous material, or hazardous waste under any Environmental Law. As used herein, the term "**Environmental Law**" means any applicable federal or state law, rule or regulation relating to the pollution or protection of the environment or actual or threatened releases, discharges or emissions into the environment. Seller has not, and to Seller's Knowledge no third party has, operated a mill on any portion of the Property or used any portion of the Property as a land fill or a dump to receive garbage, refuse or waste (whether or not hazardous), a Hazardous Substance storage site, mine (other than gravel or aggregate pits), an illegal drug manufacturing site, an artillery range, or a munitions storage site.

(e) No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease the Property, or any part thereof.

(f) At closing, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished in connection with the Property for which any person could claim a lien against the Property.

14. **CONTINGENCIES.**

A. Buyer has the right to inspect the Property. If Buyer is not satisfied with the results of any such inspection, Buyer shall have the right to terminate this Agreement without liability by giving written notice to Seller. Such notice must be given within thirty days of the date this Agreement is signed by both parties in the manner provided in paragraph 15.K.

B. Buyer shall have the right to terminate this Agreement without liability if The Idaho State Board of Education, in its sole discretion, does not approve this Agreement as required by Idaho State Board of Education Policy V.I.2.a or if the Idaho State Board of Education, in its sole discretion, does not approve Buyer's issuance of bonds to fund the purchase as required by Idaho State Board of Education Policy V.F, or if Buyer is unable to obtain financing terms satisfactory to Buyer, in its sole discretion. Written notice of termination pursuant to this paragraph must be given to Seller within sixty days of the date this Agreement is signed by both parties in the manner provided in paragraph 15.K.

C. In the event Buyer gives proper notice of termination of this Agreement pursuant to paragraph 14.A or 14.B, Buyer shall be entitled to return of the earnest money specified in paragraph 2.A.

D, Notwithstanding any other provision of this Agreement, if the Buyer is unable to close the sale on or before December 31, 2021, then this Agreement shall be void and Buyer shall be entitled to the return of the earnest money specified in paragraph 2.A.

15. **GENERAL PROVISIONS.**

A. **Assignment**. Buyer may assign Buyer's rights and obligations under this Agreement only upon specific written consent by Seller, which consent shall not be unreasonably withheld.

B. **Survival.** All covenants and conditions set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to closing, shall survive closing and be fully enforceable.

C. **Integration.** This Agreement contains the entire agreement with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements between Buyer and Seller with respect to such purchase and sale. There are no restrictions, agreements, promises, representations, warranties, conditions, covenants or undertakings other than those expressly set forth in this Agreement.

D. **Modification.** This Agreement may not be modified or amended except by the written agreement of both Buyer and Seller.

E. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, should be to any extent held invalid or unenforceable, then the remainder of this Agreement, and the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Should any suit be instituted by either party hereto to enforce any term of this Agreement, then the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action and the court in which such action is instituted shall fix a reasonable amount of attorney's fees to be taxed as costs in such suit.

H. **Construction and Interpretation.** All provisions of this Agreement have been negotiated at arm's length and this Agreement shall not be construed for or against any party by reason of the authorship of any provision hereof. The heading or titles to the paragraphs of this Agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement. The use of the singular form of any word includes the plural form.

I. **Binding Agreement.** All of the terms hereof shall extend to and be binding upon the heirs, successors and assigns of the parties hereto.

J. **Counterparts.** This Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same Agreement.

K. **Notice.** Any notice to be given under this Agreement shall be deemed to have been given upon deposit in the United States Mail addressed as provided by below with postage prepaid. A time period shall be deemed to commence upon the day of deposit. A receipt for mailing of a notice by certified or registered mail is sufficient proof of service of a notice. A copy of any notice given under the terms of this Agreement shall be mailed by certified or registered mail to the escrow holder. Notices to be given under the terms of this Agreement shall be made as provided below:

If to Seller:
College Place, LLC
Attn: Bill Lawson
A&A Construction & Dev., Inc
621 W Mallon Ave #509
Spokane, WA 99201

If to Buyer:
Lewis-Clark State College
Attn: Julie Crea
Vice President for Finance and Administration
Lewis-Clark State College
500 8th Ave.
Lewiston, ID 83501

IN WITNESS WHEREOF the parties have caused this instrument to be executed the day and year hereinabove first written.

BUYER:

STATE OF IDAHO, BY AND THROUGH THE STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE

BY: Julie Crea
JULIE CREA
Vice President for Finance and Administration
Lewis-Clark State College

Date: 11/22/2021

SELLER:

COLLEGE PLACE, LLC

BY: Chester P McCann
Chester P PAT McCANN, its Managing Member

Date: 11/19/2021

BY: [signature]
BILL LAWSON, its Managing Member

Date: 11/19 2021

BY: x Mike McCann
MIKE McCANN, its Managing Member

Date: 11/19/2021

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION OF COLLEGE PLACE

Each of the parcels described below:

Lot 6, Block 5, Holcomb's First Subdivision to the City of Lewiston, according to the recorded plat thereof, on file in the office of the recorder of Nez Perce County, Idaho, in Book 1 of plats, page 90, Nez Perce County, Idaho.

Lot 5 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 90, Official Records of Nez Perce County, Idaho.

Lot 4 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres to the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 113, Official Records of Nez Perce County, Idaho.

Lots 2 and 3 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres in the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 90 Official Records of Nez Perce County, Idaho.

Lot 1 in Block 5 of Holcomb's First Subdivision to the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page 90 Official Records of Nez Perce County, Idaho.

Also known as College Place, 814 4th Street, Lewiston, ID 83501

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

TitleOne1230 Idaho Street, Lewiston, ID 83501

(Space Above for Recorder's Use)

WARRANTY DEED

THIS INDENTURE made this ___ day of ___________, 2020, by and between the **COLLEGE PLACE, LLC (**"Grantor") and **STATE OF IDAHO, BY AND THROUGH THE STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE** ("Grantee"), whose address is: 500 8TH Ave., Lewiston, Idaho 83501.

WITNESSETH, That,

The said Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, lawful money of the United States of America to it in hand paid by the said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said Grantee, and to its heirs, successors and assigns forever, all of the following described real property situate in the County of Nez Perce, State of Idaho, to wit:

See Exhibit A – Legal Description of the Real Property – attached hereto and incorporated by reference

Also known as College Place, 814 4th Street, Lewiston, ID 83501

SUBJECT TO easements and rights of way of record and established by use.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well as in equity of the said Grantor.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto said Grantee, and to its heirs, successors, and assigns forever.

The said Grantor WARRANTS to the Grantee that it is lawfully seized of the above described real property in fee simple, that the same is free and clear of any and all encumbrances of every kind and description, except as herein specified, and that the Grantor has lawful right to convey the said property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in on the day and year hereinabove first written.

GRANTOR

COLLEGE PLACE, LLC

BY: ___________________________________
PAT McCANN, its ______________________

Date: ________________________________

BY: ___________________________________
BILL LAWSON, its ______________________

Date: ________________________________

BY: ___________________________________
MIKE McCANN, its ______________________

Date: ________________________________

STATE OF ____________)
) ss.
County of _____________)

On this ____ day of ___________, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **PAT McCANN**, known to me to be member of COLLEGE PLACE, LLC, and acknowledged to me that he executed the same in said LLC'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 the State of ______________
Residing at ______________________ therein.
My commission expires: __________________

STATE OF _____________)
) ss.
County of ______________)

On this ____ day of ____________, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **BILL LAWSON**, known to me to be member of COLLEGE PLACE, LLC, and acknowledged to me that he executed the same in said LLC'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 the State of ______________
Residing at ______________________ therein.
My commission expires: __________________

STATE OF _____________)
) ss.
County of ______________)

On this ____ day of ____________, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **MIKE McCANN**, known to me to be member of COLLEGE PLACE, LLC, and acknowledged to me that he executed the same in said LLC'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 the State of ______________
Residing at ______________________ therein.
My commission expires: __________________

EXHIBIT A TO WARRANTY DEED

LEGAL DESCRIPTION OF COLLEGE PLACE

Each of the parcels described below:

Lot 6, Block 5, Holcomb's First Subdivision to the City of Lewiston, according to the recorded plat thereof, on file in the office of the recorder of Nez Perce County, Idaho, in Book 1 of plats, page 90, Nez Perce County, Idaho.

Lot 5 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 90, Official Records of Nez Perce County, Idaho.

Lot 4 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres to the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 113, Official Records of Nez Perce County, Idaho.

Lots 2 and 3 in Block 5 of Holcomb's First Subdivision of Lot 10 of Acres in the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 90 Official Records of Nez Perce County, Idaho.

Lot 1 in Block 5 of Holcomb's First Subdivision to the City of Lewiston, according to the official plat thereof, filed in Book 1 of Plats at Page 90 Official Records of Nez Perce County, Idaho.

Also known as College Place, 814 4th Street, Lewiston, ID 83501

THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE

A resolution of the Board of Trustees of Lewis-Clark State College, authorizing the issuance and sale of General Revenue Bonds, Series 2021, in the principal amount of $4,000,000; providing for the acquisition, construction, reconstruction or repair of certain facilities; establishing certain funds and accounts; providing for the issuance of additional bonds for future Projects; and providing for other matters relating to the authorization, issuance, sale, and payment of bonds.

TABLE OF CONTENTS

A resolution of the Board of Trustees of Lewis-Clark State College, authorizing the issuance and sale of General Revenue Bonds, Series 2021, in the principal amount of $4,000,000; providing for the acquisition, construction, reconstruction or repair of certain facilities; establishing certain funds and accounts; providing for the issuance of additional bonds for future Projects; and providing for other matters relating to the authorization, issuance, sale, and payment of bonds.

WHEREAS, Lewis-Clark State College (the "College") 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 College (the "Board") established under Section 33-3102, Idaho Code, is authorized, pursuant to the Educational Institutions Act of 1935, the same being Chapter 38, Title 33, Idaho Code, and the Constitution of the State of Idaho, to issue bonds for "projects" as defined in said Act; and

WHEREAS, the Board has determined that it is both necessary and economically feasible for the College to acquire certain student housing and related facilities adjacent to the campus of the College in Lewiston, Idaho, and to provide funds for the same by the issuance of its general revenue bonds in the manner provided by Title 33, Chapter 38, Idaho Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE:

ARTICLE I
DEFINITIONS AND AUTHORITY

Section 1.1 Definitions

For all purposes of the Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"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.

"Activity Fees" shall include such fees designated and set from time to time by the Board or the College, imposed upon each full-time and part-time on-campus student in attendance at the College for activities at the College. Currently such fees include: athletics/fitness & recreation, community engagement, daycare (Kinder College), performing arts, student development/scholarships, student health, counseling & housing, student union building/center for student leadership.

"Additional Bonds" shall mean any bonds that the College may issue pursuant to Article VII of this Resolution secured by all or a portion of the Pledged Revenues, as may be amended from time to time.

"Authorized Officer" of the College shall mean the Bursar or a representative designated by the Bursar.

"Auxiliary Enterprises" shall mean all facilities of the College generating Sales and Services Revenues, including the Housing System, Student Union Building/Center for Student Leadership, Student Health Center, Childcare Center, Associated Student Body, and recreational and event facilities.

"Board" shall mean the Board of Trustees of Lewis-Clark State College.

"Bond Fund" shall mean the fund created by Section 5.2(c) of this Bond Resolution, consisting of the Debt Service Account.

"Bond Register" shall mean the registration records of the College, maintained by the College or Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2021 Bonds, and any Additional Bonds.

"Bond Resolution" or "Resolution" shall mean this Master Bond Resolution, adopted by the Board on December 15, 2021, providing for the issuance of General Revenue Bonds, as from time to time amended and supplemented by Supplemental Resolutions.

"Bond Year" shall mean 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 College. If no date is selected by the College 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, collectively, the Series 2021 Bonds and any Additional Bonds.

"Bookstore" means the College's bookstore facilities located on the Lewiston campus, in which books, supplies and merchandise are sold.

"Bursar" shall mean the officer so designated by the College as the fiscal officer of the College, including any acting Bursar designated by the College. Under policies adopted by the College, the Vice President for Finance and Administration of the College currently serves as Bursar of the College.

"Business Day" shall mean a day, other than Saturday or Sunday, on which banks located in the State of Idaho, 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.

"Cede & Co." shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"College" shall mean Lewis-Clark State College, in Lewiston, Idaho, a body politic and corporate pursuant to the provisions of Section 33-3101.

"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 Section 5.2(b) of this Bond Resolution, from which the Cost of Acquisition and Construction of a Project shall be paid.

"Consultant's Report" shall mean a report signed by an independent financial consultant or other independent consultant, selected by the College and approved by the Trustee (which approval shall not unreasonably be withheld), as may be appropriate to the subject of the report, and including:

(1) a statement that the person or firm making or giving such report has read the pertinent provisions of the Bond Resolution to which such report relates;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the report is based;

(3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said independent financial consultant or other independent consultant to express an informed opinion with respect to the subject matter referred to in the report.

"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/or construction of the Project and the financing thereof, the cost, whether incurred by the College 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 College, 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 College (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 Series 2021 Bonds or any Additional 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.

"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. 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.

"Delegated Officer" means the Vice President for Finance Administration and Bursar or the President of the College.

"Debt Service Account" shall mean the account of that name created within the Bond Fund by Section 5.2(c) of this Bond Resolution.

"Direct Obligations" means noncallable Government Obligations.

"DTC" shall mean the Depository Trust Company, New York, New York.

"DTC Participants" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Educational Activities Revenues" include revenues generated incidentally to the conduct of instruction, research and public service activities, such as unrestricted revenues generated by the College's testing and training services, labs, events and activities and sales of miscellaneous services and products.

"Event of Default" shall mean one or more of the events enumerated in Section 11.1 of this Bond Resolution.

"F&A Recovery Revenues" shall mean the revenues received by the College as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the College.

"Facility Fees" shall include such fees designated and set from time to time by the Board or the College, imposed upon each full-time and part-time on-campus student in attendance at the College for facilities at the College.

"Fiscal Year" shall mean the annual accounting period of the College, beginning July 1 in a year and ending June 30 of the following year.

"General Account Appropriated Funds" shall mean general account appropriated funds of the State of Idaho which in accordance with governmental accounting standards and the College's audited financial statements are treated as non-operating revenues and accordingly such revenues are not included in the definition of Other Operating Revenues for purposes of generating Pledged Revenues under the Resolution, and in any event are excluded from Pledged Revenues.

"General Revenue Bond System" means the single revenue bond system created under the Resolution under which the Series 2021 Bonds shall be issued and Additional Bonds may be issued.

"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.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America.

"Housing System" shall mean the College's system of (i) on and off campus student group housing facilities and related facilities, including family student housing; and (ii) the Residence Hall System.

"Information Reporting Agreement" shall mean any information reporting agreement or undertaking thereunder between the College and the Trustee with respect to the issuance of any Additional Bonds issued in accordance herewith, setting forth the agreement between the College and the Trustee to provide the required notices of any material events pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, such notices also to be provided to the insurers of any Outstanding Bonds.

"Investment Income" shall include investment earnings on all unrestricted College funds and accounts.

"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 established for the Series 2021 Bonds pursuant to the amortization schedule attached as Exhibit B to this Bond Resolution, or (ii) as to any Additional Bonds the amounts so designated in a Supplemental Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to Section 4.3(c) (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.

"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.

"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.

"Non-Residential Food Service System" means the College's contracted system of providing food services for the College's students, faculty, staff, employees and invited guests at all College facilities on the Lewiston campus.

"Other Fees" shall consist of such other fees as the College shall hereafter establish.

"Other Operating Revenues" shall mean revenues received by the College generated from the Parking System, Non-Residential Food Service System, Bookstore, and miscellaneous sources, i.e., fines and rent/lease revenues.

"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 this 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.

"Parking Fees" shall mean the fees for use of the Parking System charged to students, faculty, and employees of the College, as established by the Board and as the same may from time to time be amended in accordance with procedures established by the Board.

"Parking System" shall mean the on-campus parking system at the College campus in Lewiston, Idaho, initially consisting of approximately 1,346 parking spaces as the same shall be added to from time to time.

"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) Student Fees; (ii) Sales and Services Revenues; (iii) the F&A Recovery Revenues; (iv) Other Operating Revenues; (v) Investment Income, as all such terms are defined herein; and (vi) such other revenues as the Board shall designate as Pledged Revenues. In no event shall Pledged Revenues include (a) General Account Appropriated Funds or (b) Restricted Fund Revenues.

"President" shall mean the president of the Board.

"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 the Series 2021 Project and any "project" as defined in the Act that is financed with the proceeds of Additional Bonds issued under this Resolution.

"Project Account" shall mean an account established by the Trustee within the Construction Fund for a Project.

"Purchaser," as to the Series 2021 Bonds shall mean Zions Bancorporation, N.A., as the original purchaser thereof, and as to Additional Bonds, the purchaser of such Additional Bonds.

"Rebate Fund" shall mean the fund by that name established by Section 5.2(e) of the Resolution.

"Record Date" shall mean the 15th day of the calendar month next preceding any interest payment date, as provided in Section 3.1 of the Resolution, or such other date established by a Supplemental Resolution with respect to a series of Additional Bonds.

"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 College or Trustee in accordance with the terms of this Bond Resolution.

"Representation Letter" shall mean any Letter of Representations or Blanket Letter of Representations from the College and the Trustee and accepted by DTC with respect to the issuance of Additional Bonds hereunder.

"Residence Hall System" shall mean the College's on-campus residence hall housing facilities, including Clark Hall, Clearwater Hall, College Place, Parrish House, York House, Education Living and Learning Community, and Talkington Hall, and food service and dining facilities and related and subordinate facilities.

"Restricted Fund Revenues" shall mean all revenues that the College is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

"Revenue Fund" shall mean the Revenue Fund established by Section 5.2(a) of this Bond Resolution.

"Sales and Services Revenues" shall include all revenues generated through operations of the Auxiliary Enterprises and the Educational Activities Revenues.

"Secretary" shall mean the secretary of the Board.

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or any successor Securities Depository appointed pursuant to a Supplemental Resolution.

"Series 2021 Bonds" shall mean the General Revenue Bonds, Series 2021, authorized to be issued, sold, and delivered in the aggregate principal amount of $4,000,000, pursuant to this Bond Resolution.

"Series 2021 Cost of Issuance Fund" shall mean the special account created by Section 5.2(d) of this Bond Resolution, from which the Costs of Issuance of the Series 2021 Bonds shall be paid.

"Series 2021 Project" shall mean the Project financed with the proceeds of the Series 2021 Bonds and more particularly described as the purchase of College Place, a residential living facility previously operated and managed by the College's Residence Life.

"Student Fees" shall consist of the Tuition Fees, Activity Fees, Facility Fees, the Technology Fee, and Other Fees.

"Supplemental Resolution" shall mean any resolution amending or supplementing the terms of this Resolution in full force and effect which has been duly adopted and approved by the College under the Act; but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

"Technology Fee" shall include such fees designated and set from time to time by the Board or the College, imposed upon each full-time and part-time on-campus student in attendance at the College for support of the College's technological operations.

"Trustee" shall mean such entity to be designated in a Supplemental Resolution with respect to Additional Bonds, which may also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the any Additional Bonds.

"Tuition Fee" shall mean the student tuition established by the Board. Tuition Fees are defined as the fees charged for any and all educational costs at the College. Tuition Fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

"Written Certificate" of the College shall mean an instrument in writing signed on behalf of the College by a duly authorized officer thereof. Every Written Certificate of the College, 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.

Section 1.2 Authority for the Resolution

The Resolution is adopted pursuant to the provisions of the Act.

Section 1.3 Resolution to Constitute a Contract; Equal Security

In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the College and the Registered Owners from time to time of the Bonds, and the pledge made in the Resolution by the College and the covenants and agreements set forth in the Resolution to be performed by the College shall be for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds, without preference, priority or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by the Resolution.

ARTICLE II
AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 2.1 Authorization of Bonds

Bonds designated as "General Revenue Bonds" are hereby authorized to be issued by the College under the Resolution. The maximum principal amount of the Bonds which may be issued hereunder is not limited hereby; provided, however, that the College hereby reserves the right to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued or Outstanding hereunder. Bonds may be issued in such Series as from time to time shall be established and authorized by the College 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 College 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 College pledged for the payment thereof.

Section 2.2 Authorization of Series 2021 Bonds

There is hereby authorized to be issued a series of Bonds in the aggregate principal amount of up to $4,000,000. Such series of Bonds shall be designated "General Revenue Bonds, Series 2021." The Series 2021 Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of $5,000 each or any integral multiple thereof.

Section 2.3 Findings and Purpose of Series 2021 Bonds

The Board hereby finds, determines, and declares, pursuant to Section 33-3805, Idaho Code, that the Series 2021 Bonds are necessary and economically feasible for the College.

Section 2.4 Issue Date and Delivery of Series 2021 Bonds

The Series 2021 Bonds shall be delivered to the Purchaser upon compliance with the provisions of Section 3.2 of the Resolution, at such time and place as directed in writing by the Purchaser, and shall be dated the date of original delivery.

Section 2.5 Authorization of Actions Preliminary to Sale of the Series 2021 Bonds

(a) The Board desires to sell the Series 2021 Bonds pursuant to a private placement to the Purchaser pursuant to the Act.

(b) The Board ratifies the appointment and engagement of PFM Financial Advisors LLC, as financial advisor to the College for the issuance and sale of the Series 2021 Bonds.

Section 2.6 Sale of Series 2021 Bonds and Related Documents

(a) The Board hereby approves the following terms of the Series 2021 Bonds:

(i) The Series 2021 Bonds shall bear interest at the rate of 2.10% per annum through October 1, 2036, at which point the rate shall reset and reset annually thereafter until maturity according to the Federal Home Loan Bank Des Moines 1-Year Fixed Rate Advance Rate plus 0.67%.

(ii) The principal amount of the Series 2021 Bonds is $4,000,000.

(iii) The amortization of the Series 2021 Bonds is attached hereto as Exhibit B.

(iv) The final maturity of the Series 2021 Bonds is October 1, 2041.

(v) The Series 2021 Bonds may be redeemed prior to maturity on any Business Day in whole or in part at 100% of par plus accrued interest, with 30 days written notice to the Purchaser.

Section 2.7 Reserved

Section 2.8 Form of Series 2021 Bond

The form of the Series 2021 Bonds is attached to this Resolution as Exhibit A and is incorporated herein by this reference, and approved with such revisions and designations as required pursuant to the terms of sale thereof. The Series 2021 Bonds shall be issued in fully registered form, without coupons, and registered on the Bond Register in the name of Purchaser.

ARTICLE III
TERMS AND PROVISIONS OF BONDS

Section 3.1 Terms of Bonds

(a) The principal of and interest on, and the redemption price of the Bonds of any Series, unless otherwise specified in a Supplemental Resolution, 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.

(b) The Bonds of any Series may be issued only in fully registered form without coupons in authorized denominations.

(c) The Bonds of each Series shall be dated as of the issue date specified in the Supplemental Resolution pursuant to which such Series of Bonds is issued. Each fully registered Bond of any Series shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Trustee, interest on the Bonds of such Series shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Resolution as may be necessary or desirable to comply with the Act, custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the College prior to the authentication and delivery thereof.

(e) From and after the issuance of the Bonds of any Series, the findings and determinations of the Board respecting that Series shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue, and no bona fide purchaser of any such Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for such Bonds. The validity of the issuance of any Series of the Bonds shall not be dependent on or affected in any way by (a) any proceedings taken by the College for the planning, acquisition, construction, reconstruction, modification or improvement of a Project, or (b) any contracts made by the College in connection therewith, or (c) the failure to complete the planning, acquisition, construction, reconstruction, modification or improvement of a Project. The recital contained in the Bonds that the same are issued pursuant to the Act shall be conclusive evidence of their validity and of the regularity of their issuance and all the Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning of the

Resolution, whenever the definitive Bonds, or any temporary Bonds exchangeable therefor, have been delivered to the purchasers thereof, and the purchase price thereof received, or in the case of Bonds to be refunded through exchange, whenever such exchange has been made.

Section 3.2 Execution of Bonds

(a) The Bonds shall be signed on behalf of the Board by the manual or facsimile signature of its President, attested by the manual or facsimile signature of its Secretary, and countersigned by the manual or facsimile signature of the Bursar of the College, and the seal of the College shall be thereunto affixed by the Secretary of the Board, which may be by a facsimile of the College's seal which is imprinted upon the Bonds. The Bonds shall then be delivered to the Trustee for manual authentication by it or by any Transfer Agent, if applicable. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or by any Transfer Agent or issued by the College, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the College as though such person who signed or attested the same had continued to be such officer of the College. Also, any Bond may be signed, countersigned or attested on behalf of the College by any person who on the actual date of the execution of such Bond shall be the proper officer of the College, although on the nominal date of such Bond any such person shall not have been such officer of the College.

(b) All (but not less than all) of the Bonds of any Series shall be executed by the College for issuance under the Resolution and, where such Bonds require authentication of the Trustee, then delivered to the Trustee and thereupon authenticated by the Trustee and by it delivered to the College or upon the Written Request of the College, but only upon receipt by the Trustee of the following documents or moneys or securities, all of such documents dated or certified, as the case may be, as of the date of such delivery by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) A certified copy of the Resolution or the Supplemental Resolution authorizing the issuance of the Bonds of such Series;

(2) A Written Request of the College as to the delivery of the Bonds of such Series;

(3) An Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that (a) the College has the power under the Act, as amended to the date of such Opinion, to issue the Bonds of such Series, to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the College, is in full force and effect and is valid and binding upon the College and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights and except to the extent that the obligations of the College under the Resolution are subject to the exercise in the future by the State of Idaho and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the power delegated to it by the federal Constitution, and no other authorization for the Resolution is required; (b) the Resolution creates the valid pledge

which it purports to create of the Pledged Revenues, moneys, securities and funds held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution; (c) the Bonds of such Series are valid and binding general obligations of the College, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Resolution and entitled to the benefits of the Resolution and the Act as amended to the date of such Opinion, and the Bonds of such Series have been duly and validly authorized and issued in accordance with law and the Resolution; and (d) interest on the Bonds of such Series, assuming continuous compliance with certain covenants, is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, and is excluded from gross income for purposes of income taxation by the State of Idaho.

(4) The amounts, if any, necessary for deposit in the Funds established pursuant to Section 5.2 as set forth in Article VII (Additional Bonds); and

(5) Such further documents, moneys and securities as are required by the provisions of any Supplemental Resolution.

(c) Only such of the Bonds as shall bear thereon a certificate of authentication, executed by the Trustee or by any Transfer Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the Resolution, and such certificate of the Trustee or of any Transfer Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Resolution and that the Registered Owner thereof is entitled to the benefits of the Resolution.

(d) After the original issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to this Article III or Section 4.4 or Section 10.6.

Section 3.3 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.

Any Bond shall be exchangeable for Bonds of any authorized denomination or denominations, upon surrender and cancellation of said Bond at the principal corporate trust office of the Trustee.

Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the Trustee shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Bonds of any authorized denomination or denominations, of the same maturity and interest rate, and for the aggregate principal amount of such Bond or Bonds being surrendered.

The Trustee shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The costs imposed by the Trustee for such transfer or exchange shall be deemed to be a cost to be borne by the College. The Trustee and the College may also require the transferor and/or transferee of the Bond to execute any documents in connection with such transfer as may be reasonably required by the College and the Trustee.

Section 3.4 Temporary Bonds

Any Series of Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the College, shall be without coupons and may contain such reference to any of the provisions of the Resolution as may be appropriate. Every temporary Bond shall be executed by the College and be authenticated by the Trustee or by any Transfer Agent upon the same conditions and in substantially the same manner as the definitive Bonds. If the College issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the principal corporate trust office of the Trustee or any Transfer Agent, and the Trustee and any Transfer Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive fully registered Bonds of authorized denominations, of the same Series and maturity or maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under the Resolution as definitive Bonds authenticated and delivered under the Resolution.

Section 3.5 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 College and the Trustee in connection therewith and upon his filing with the College and the Trustee evidence satisfactory to the College and the Trustee of his ownership thereof, and upon furnishing the College and the Trustee with indemnity satisfactory to the College and the Trustee.

Section 3.6 Registration

The College hereby adopts a system of registration with respect to the Bonds as required by Title 57, Chapter 9, Idaho Code, as amended, pursuant to this Article III.

The College shall be the registrar with respect to the Series 2021 Bonds and all payments of principal and interest on the Series 2021 Bonds shall be paid by the College directly to the Purchaser.

With respect to Additional Bonds, the college may appoint the Trustee as registrar, authenticating agent, paying agent, and transfer agent with respect to the Additional Bonds, subject to the following terms and conditions:

(a) The Trustee shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Additional Bonds, which books are hereby defined as the “Bond Register,” in which shall be maintained the names and addresses of the Registered Owners of the Additional Bonds. Said Bond Register shall at all reasonable times be open to inspection by the College.

(b) Subject to the terms of any agreement with the Trustee, the College shall pay to the Trustee reasonable compensation for all services rendered under this Bond Resolution, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Bond.

(c) The Trustee may become the owner of the Bonds with the same rights it would have if it were not the Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners.

ARTICLE IV
REDEMPTION OF BONDS

Section 4.1 Privilege of Redemption of Bonds

Any Series of Bonds subject to redemption prior to maturity shall be redeemable, upon notice being given as provided in this Article, at such times, at such Redemption Prices and upon such terms (in addition to and consistent with the terms contained in this Article) as may be specified in the Supplemental Resolution authorizing the issuance of the Bonds of such Series.

Section 4.2 Selection of Bonds for Redemption

Except as otherwise provided in a Supplemental Resolution: (i) if less than all of the Bonds of any Series are called for redemption and if the Bonds of such Series shall mature on more than one date, the Bonds of such Series shall be redeemed from the Outstanding Bonds of such Series in inverse order of maturities, unless otherwise provided in the Supplemental Resolution relating to such Series of Bonds; (ii) if less than all of the Bonds of any Series maturing on any single date are called for redemption, the Trustee shall select the Bonds to be redeemed, from the Outstanding Bonds of such Series maturing on that date not previously called for redemption, in such random manner as in the Trustee's sole discretion it shall deem appropriate and fair; provided, however, that subject to other applicable provisions of the Resolution or of any Supplemental Resolution, the portion of any Bond to be redeemed shall be in a principal amount equal to a denomination in which Bonds of such Series are authorized to be issued. In selecting Bonds for redemption the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of each Bond by the minimum denomination in which the Bonds of such Series are authorized to be issued. If part but not all of a Bond shall be selected for redemption, the Registered Owner thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount. The College shall execute and the Trustee shall authenticate and deliver to or upon the order of such Registered Owner or his legal representative, without charge therefor, a Bond or Bonds of the same maturity and bearing interest at the same rate as the Bond so surrendered for the unredeemed portion of the surrendered Bond. The Trustee shall promptly notify the College in writing of the Bonds or portions thereof selected for redemption.

Section 4.3 Notice of Redemption

(a) Notice of Redemption. Notice of any such redemption of publicly issued Additional Bonds shall be sent by the Trustee by first-class mail, postage prepaid, not less than thirty (30) 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 and to insurers of any Outstanding Bonds. 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 College hereby reserves the right to purchase the Bonds on the open market at a price equal to or less than par. In the event the College 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 College 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 credited against the Mandatory Redemption Amounts next becoming due. All Bonds so purchased shall be cancelled.

Section 4.4 Partial Redemption of Registered Bonds

Upon surrender of any registered Bond redeemed in part only, the College shall duly execute and the Trustee or any Transfer Agent shall authenticate and deliver to the Registered Owner thereof, at the expense of the College, a new Bond or Bonds of the same Series and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, which new Bond or Bonds shall be a registered Bond or Bonds.

Section 4.5 Disposition of Redeemed Bonds

All Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be canceled by the Trustee or any Transfer Agent and shall thereafter be delivered to, or upon the order of, the College.

ARTICLE V
PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.1 Pledge of Pledged Revenues

The College hereby pledges for the payment of the Bonds, equally and ratably, the Pledged Revenues and all money in the Bond Fund and the Construction Fund. The Pledged Revenues and other money in the Revenue Fund and the Bond Fund, if any, shall not, except as provided in this Bond 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 hereof.

Section 5.2 Confirmation and Establishment of Funds

The following Funds are hereby confirmed and established hereunder:

(a) Revenue Fund to be held by the College;

(b) Construction Fund to be held by the College;

(c) Bond Fund, consisting of a Debt Service Account to be held by the College;

(d) Series 2021 Cost of Issuance Fund to be held by the title company; and

(e) Rebate Fund to be held by the College.

The College or Trustee may establish one or more separate and segregated sub-accounts within the Debt Service Account from time to time as shall be necessary.

Section 5.3 Revenue Fund; Bond Fund; Flow of Funds

(a) Required Deposits. The College shall deposit as received all Pledged Revenues into the Revenue Fund. The College 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 College 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 College may deposit into the Revenue Fund or the Bond Fund such other funds and revenues that do not constitute Pledged Revenues, as the College may in its discretion determine.

(c) Required Transfers. Moneys in the Revenue Fund shall be disbursed as follows:

An amount equal to Debt Service coming due on any Payment Date, shall be transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five (5) days before such Payment Date. There may be credited against the foregoing transfer, however, any moneys already 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 College or 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.

(d) Remaining Amounts. 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 College, free and clear of the lien of this Bond Resolution, to the extent permitted by law, (i) to the redemption of Series 2021 Bonds in accordance with Section 2.3 hereof or (ii) for any other lawful purpose of the College.

Section 5.4 Construction Fund

(a) There shall be deposited into the Construction Fund the Net Proceeds of the Series 2021 Bonds, less the amounts deposited from said Net Proceeds into the Debt Service Account in the Bond Fund. There shall also be paid into the Construction Fund the amounts required to be so paid by the provisions of any Supplemental Resolution.

(b) The College 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 any Project Account in the Construction Fund shall be credited to such Project Account. Upon completion of any Project, the relevant Project Account shall be closed, and all remaining amounts in such Project Account shall be transferred to the Debt Service Account in the Bond Fund.

(c) The proceeds of insurance maintained in connection with a Project during the period of construction of such Project against physical loss of or damage to the System, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof, shall be paid into the appropriate Project Account in the Construction Fund.

(d) Amounts in each Project Account in the Construction Fund shall be applied to pay the Cost of Acquisition and Construction of such Project.

(e) Before any payment is made from any Project Account in the Construction Fund, the College 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.

Section 5.5 Reserved.

Section 5.6 Series 2021 Cost of Issuance Fund

There shall be deposited into the Series 2021 Costs of Issuance Fund established for the Series 2021 Bonds so much of the proceeds of the Series 2021 Bonds as shall be required to pay the Costs of Issuance, and from which all Costs of Issuance shall be paid. Before any such payment shall be made, the College shall execute its Written Certificate, signed by an Authorized Officer of the College, stating, in respect of each payment to be made, (a) the name and address of the person, firm, or corporation to whom payment is due, (b) the amount to be paid, (c) the particular item of the Cost of Issuance to be paid, and (d) that the cost or obligation in the stated amount is a proper item of the Costs of Issuance and has not been paid. Any balance remaining in the Series 2021 Costs of Issuance Fund after payment of the Costs of Issuance shall be transferred to the Debt Service Account of the Bond Fund, and the Series 2021 Costs of Issuance Fund shall be closed.

Section 5.7 Rebate Fund

There is hereby created a fund, to be known as the "Rebate Fund," separate and apart from other funds and accounts of the College, to be held and administered by the College. The College shall make deposits into the Rebate Fund as required to comply with Section 148(f) of the Code. In addition, notwithstanding any other provision of this Resolution, upon the written direction of the College, any investment income or other gain on moneys in any of the Funds may be transferred to the Rebate Fund to enable the College to satisfy the requirements of Section 148(f) of the Code. Moneys in the Rebate Fund shall be paid to the United States in the amounts and at the times required by the Code. Any excess moneys contained in the Rebate Fund shall, at the written direction of the College, be transferred to the Bond Service Fund. Upon payment of all amounts due to the United States pursuant to Section 148 of the Code, any moneys remaining in the Rebate Fund may be applied to any lawful purpose of the College.

ARTICLE VI
DEPOSIT AND INVESTMENT OF FUNDS

Section 6.1 Investment of Funds

Moneys held in any Fund or Account shall be invested and reinvested by the College 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 College. Except as provided to the contrary in Article V, income received from the investment of moneys in any Fund or Account shall be credited to such Fund or Account.

The Trustee may make any and all investments permitted by the provisions of this Section 6.1 through its own investment department or that of its affiliates. The College acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the College the right to receive brokerage confirmations of the security transactions as they occur, the College specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the College periodic cash transaction statements that include the detail for all investment transactions made by the Trustee hereunder.

Section 6.2 Valuation and Sale of Investments

Obligations purchased as an investment of money in any fund or account created under the provisions of this Bond Resolution shall be deemed at all times to be a part of such fund or account, and any profit realized from the liquidation of such investment shall be credited to, and any loss resulting from the liquidation of such investment shall be charged to the computation of net interest earned on the money and investments in such fund or account.

In computing the amount in any fund or account created under the provisions of this Bond Resolution for any purposes provided in this Bond Resolution, obligations purchased as an investment of money therein shall be valued at cost. Such computations shall be determined as of April 1 and October 1 of each year.

Except as otherwise provided in this Bond Resolution, the Trustee shall sell at the best price obtainable or present for redemption or transfer as provided in the next sentence any obligation so purchased as an investment whenever either shall be requested in writing by an Authorized Officer of the College so to do or whenever it shall be necessary in order to provide money to meet any payment or transfer from any fund or account held by them. In lieu of such sale or presentment for redemption, the Trustee may, in making the payment or transfer from any fund or account mentioned in the preceding sentence, transfer such investment obligations, or interest appertaining thereto if such investment obligations shall mature or be collectable at or prior to the time the proceeds thereof shall be needed and such transfer of investment obligations may be made in book-entry form. The Trustee shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from such investment.

ARTICLE VII
ADDITIONAL BONDS

The College reserves the right to issue Additional Bonds secured equally and ratably with the Series 2021 Bonds by a pledge of (i) Pledged Revenues and (ii) the funds established by this Bond Resolution, upon the conditions set forth in this Article VII.

Section 7.1 General Provisions for the Issuance of Additional Bonds

Whenever the College shall determine to issue any Series of Additional Bonds, the College shall adopt a Supplemental Resolution which:

1. Shall specify the authorized principal amount and Series designation of such Series of Additional Bonds;

2. Shall specify the date and the maturity date or dates of the Bonds of such Series, provided that (a) each maturity date shall fall upon an interest payment date, and (b) all the Bonds of like maturity shall be identical in all respects, except as to denominations and number;

3. Shall specify the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, and the interest payment dates therefor, provided that the interest payment dates may be as provided in the Supplemental Resolution authorizing such Series of Additional Bonds;

4. Shall specify the authorized denomination or denominations of the Bonds of such Series;

5. Shall, subject to Article IV, specify the redemption terms, if any, for the Bonds of such Series;

6. Shall specify the amount and due date of each Mandatory Redemption Amount, if any, for the Bonds of such Series, provided that each due date for each Mandatory Redemption Amount shall fall upon an interest payment date for such Bonds;

7. Shall specify the forms of the Bonds of such Series and of the Trustee's certificate of authentication;

8. Shall require the College to deposit in the Debt Service Account the amount of such proceeds, if any, representing accrued interest on such Series of Additional Bonds to the date of delivery thereof; and

Section 7.2 Conditions to Issuance of Additional Bonds

Prior to issuance of Additional Bonds, the College shall file with the Purchaser or the Trustee, as appropriate, the following documents:

1. A copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds.

2. A Written Certificate of the College to the effect that, upon the delivery of the Additional Bonds, the College will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of this Bond Resolution with respect to any Bonds Outstanding hereunder.

3. A Written Certificate of the College showing that Pledged Revenues shall be sufficient to pay the Debt Service on all Bonds then Outstanding and the Additional Bonds proposed to be issued for (1) each of the Fiscal Years of the College during which any of the Bonds or Additional 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 (2) the College's current Fiscal Year and any succeeding Fiscal Year during which any of the Bonds or Additional Bonds will be Outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized.

Section 7.3 Reserved.

Section 7.4 Refunding Bonds Issued to Refund Bonds

Any of the foregoing provisions notwithstanding, the College may issue Additional Bonds for the purpose of refunding any Outstanding Series 2021 Bonds or Additional 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 Series 2021 Bonds or Additional Bonds being refunded.

Section 7.5 Refunding of Other Obligations

The College may also issue Additional Bonds for the purpose of refunding any other obligations of the College, provided that the College shall file with the Trustee the following documents:

(i) A copy of the Supplemental Resolution that shall authorize the issuance of the Additional Bonds and that shall provide that any revenues securing such obligations to be refunded shall become part of the Pledged Revenues securing the Bonds issued under the Resolution.

(ii) A Written Certificate of the College to the effect that, upon the delivery of the Additional Bonds, the College will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

(iii) The certificates required under Section 7.2.

Section 7.6 Subordinate Lien Bonds

Nothing herein contained shall prevent the College from issuing obligations which are a charge upon the Pledged Revenues junior or inferior to the payment required by this Bond Resolution to be made out of such revenue into the Debt Service Account to pay and secure the payment of the Series 2021 Bonds and any Additional Bonds.

Section 7.7 Payment Agreements

For purposes of this Section 7.7, the following words shall have the following definitions:

(a) "Payment" means any payment required to be made by or on behalf of the College under a Payment Agreement and which is determined according to a formula set forth in the Payment Agreement.

(b) "Parity Payment Agreement" means a Payment Agreement under which the College'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.

(c) "Payment Agreement" means a written agreement, for the purpose of managing or reducing the College'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 College 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.

(d) "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.

(e) "Payor" means a Qualified Counterparty to a Payment Agreement that is obligated to make one or more payments thereunder.

(f) "Qualified Counterparty" means a party (other than the College or a party related to the College) who is the other party to a Payment Agreement that has or whose obligations are unconditionally guaranteed by a party whose long term debt is rated "A" or higher by Moody's Investors Service and Standard & Poor's Corporation and who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State of Idaho.

(g) "Receipt" means any payment (designated as such by a resolution) to be made to, or for the benefit of, the College under a Payment Agreement by the Payor.

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 described in Section 7.1 and Section 7.2 hereof, taking into consideration regularly scheduled Payment Agreement Payments and Receipts (if any) under the Payment Agreement. The following shall be conditions precedent to the use of any Payment Agreement on a parity with the Bonds:

(i) The College shall obtain an opinion of Bond Counsel on the due authorization and execution of such Payment Agreement, the validity and enforceability thereof and opining that the action proposed to be taken is authorized or permitted by this Resolution or the applicable provisions of any Supplemental Resolution and will not adversely affect the excludability for federal income tax purposes of the interest on any Outstanding Bonds.

(ii) Prior to entering into a Payment Agreement, the College shall adopt a resolution which shall:

(a) set forth the manner in which the Payments and Receipts are to be calculated and a schedule of Payment Agreement Payment Dates;

(b) establish general provisions for the rights of the parties to Payment Agreements; and

(c) set forth such other matters as the College deems necessary or desirable in connection with the management of Payment Agreements as are not clearly inconsistent with the provisions of this Resolution.

The Payment Agreement may oblige the College 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 College, on scheduled and specified Payment Agreement Payment Dates, the Receipts. The College may also enter into Payment Agreements that are not reciprocated by the other party to the agreement.

If the College enters into a Parity Payment Agreement, Payments shall be made from the Debt Service Account and Annual Debt Service shall include any regularly scheduled College 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.

Nothing in this section shall preclude the College from entering into Payment Agreements with a claim on Pledged Revenues junior to that of the Bonds. Furthermore, nothing in this section shall preclude the College from entering into obligations on a parity with the Bonds in connection with the use of Payment Agreements or similar instruments if the College obtains an opinion of Bond Counsel that the obligations of the College thereunder are consistent with this Resolution.

ARTICLE VIII
TRUSTEE

Section 8.1 The Trustee

(a) Upon issuance of Additional Bonds, if required, the College shall appoint a Trustee, which Trustee will also act as bond registrar, authenticating agent, and transfer agent with respect to the Additional Bonds, subject to the following terms and conditions:

(i) The Trustee shall keep, or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Additional Bonds, which shall at all times be open to inspection by the College.

(ii) Subject to the terms of any agreement with the Trustee, the College shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Bond Resolution, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Bond Resolution.

(iii) The Trustee shall be responsible for its representations contained in the Certificate of Authentication on the Additional Bonds.

(iv) The Trustee may become the Registered Owner of Bonds with the same rights it would have if it were not a Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of; or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Supplemental Resolution by executing and delivering to the College a written acceptance thereof, and upon executing such acceptance, the Trustee shall be deemed to have accepted the duties and obligations with respect to all of the Additional Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Supplemental Resolution.

Section 8.2 Responsibilities of Trustee

The recitals of fact herein and in the Additional Bonds contained shall be taken as the statements of the College, and no Trustee assumes any responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the Bond Resolution or of any Additional Bonds issued thereunder or as to the security afforded by the Bond Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be under any responsibility or duty with respect to the application of any moneys paid by such Trustee in accordance with the provisions of the Bond Resolution to the College or to any other Trustee. The Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provisions of the Bond Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 8.2.

Section 8.3 Evidence on Which Trustee May Act

(a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provisions of this Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Bond Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the College, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Bond Resolution in good faith and in accordance therewith.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Bond Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the College, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Bond Resolution upon the faith thereof; but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence to it may seem reasonable.

(c) Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required to permitted to be furnished pursuant to any provision thereof by the College to the Trustee shall be sufficiently executed in the name of the College by an Authorized Officer of the College.

Section 8.4 Compensation of Trustee

The College shall pay to the Trustee reasonable compensation for all services rendered under the Bond Resolution and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Resolution.

Section 8.5 Resignation and Removal of Trustee

(a) Resignation of Trustee. The Trustee, after a successor Trustee has been duly appointed and has accepted the duties of Trustee in writing, may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving not less than 60 days' written notice to the College, and to the Insurers, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the College or the Registered Owners as provided in Section 8.6 of this Bond Resolution, in which event such resignation shall take effect immediately on the appointment of such successor.

(b) Removal of Trustee. The Trustee may be removed at any time by the College or by the Insurer of any outstanding Bonds, if the College and Insurer shall not be in default under the Bond Resolution or the respective bond insurance policy, as the case may be.

Section 8.6 Successor Trustee

(a) Appointment of Successor Trustee

(i) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property shall be appointed, or if any public officer shall take charge or control of the Trust or of its property or affairs, a successor shall be appointed by the College, so long as no Event of Default is occurring under the Bond Resolution, in which case a successor Trustee shall be appointed by the owners of a majority of the Outstanding Bonds.

(ii) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the College written notice as provided in Section 7.5 of this Bond Resolution or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee shall apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(iii) Notwithstanding anything else in this section to the contrary, any successor Trustee appointed pursuant to the provisions of this section shall (i) be a bank or trust company or national banking association, duly authorized to exercise trust powers, and (ii) have a reported capital and surplus of not less than $75,000,000.

(b) Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Bond Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the College, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, shall become fully vested with all rights, powers, duties, and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee, ceasing to act shall, nevertheless, on the written request of the College, or of the successor Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under the Bond Resolution, and shall pay over, assign, and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the College be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, power and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the College.

(c) Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by the Bond Resolution, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

ARTICLE IX
COVENANTS OF THE COLLEGE

So long as any of the Series 2021 Bonds or any Additional Bonds are Outstanding, the College covenants as follows:

Section 9.1 Punctual Payment of Bonds

The College 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 this Bond Resolution.

Section 9.2 Covenant Regarding Pledged Revenues for Debt Service

The College shall establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay Debt Service on Bonds Outstanding for each Fiscal Year.

Section 9.3 Existence of College

The College will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Section 9.4 Accounts and Reports

(a) The College 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 each Project, and 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 College shall file with the Purchaser and Trustee, as appropriate, (i) forthwith upon becoming aware of any Event of Default under Article XI a Written Certificate of the College specifying such Event of Default; and (ii) no later than five months following the end of each Fiscal Year a Written Certificate of the College stating that, to the best of the knowledge and belief of the authorized officer of the College executing such Written Certificate, except for any Event of Default then existing which shall have been specified in the Written Certificate of the College referred to in (i) above, the College 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 College under this Bond Resolution or any Event of Default under Article XI or other event which, with the lapse of time specified in Section 11.1, would become an Event of Default under Article XI, or, if any such Event of Default under Article XI or other event shall so exist, specifying the same and the nature and status thereof.

Section 9.5 Compliance with the Resolution

The College will not issue, or permit to be issued, any Bonds in any manner other than in accordance with the provisions of this Bond Resolution and will not suffer or permit any default to this Bond Resolution, but will faithfully observe and perform all the covenants, conditions, and requirements thereof. The College 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 to facilitate the performance of this Bond Resolution, and for the better assuring and confirming unto the Registered Owners of the Bonds of the rights, benefits, and security provided in the Resolution. The College 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 this Bond Resolution and the Bonds.

Section 9.6 Power to Issue Bonds and Pledge Pledged Revenues and Other Funds

The College 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 this Bond Resolution in the manner and to the extent provided in this Bond Resolution. The Bonds and the provisions of this Bond Resolution are and will be the valid and legally enforceable obligations of the College in accordance with their terms and the terms of this Bond Resolution. The College 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 this Bond Resolution and all the rights of the Registered Owners under this Bond Resolution against all claims and demands of all persons whomsoever.

Section 9.7 Power to Own and Operate the Projects and Collect Fees

The College has, and will have so long as any Bonds are Outstanding, good right and lawful power to own and operate each Project and to fix and collect the Pledged Revenues.

Section 9.8 Reserved.

Section 9.9 Tax Covenant

The College hereby covenants and represents for the benefit of the Owners of Bonds issued under this Resolution originally issued on the basis that interest on such Bonds is excluded from gross income for federal income tax purposes under the Code, or any successor code section and excluded from taxable income under State law ("Tax-Exempt Bonds") that it will not take any action or omit to take any action with respect to Tax-Exempt Bonds, the proceeds thereof, any other funds of the College, or any Project if such action or omission (i) would cause the interest on the Tax-Exempt Bonds to lose its exclusion from gross income for federal income tax purposes under the Code, (ii) would cause any of the Tax-Exempt Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, or (iii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from State taxable income under State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Tax-Exempt Bonds until the date on which all obligations of the College in fulfilling the above covenant under the Code have been met.

The College agrees to comply with all of its covenants set forth in any tax certificate with respect to any series of Tax-Exempt Bonds.

ARTICLE X
MODIFICATION OR AMENDMENT OF RESOLUTION

Section 10.1 Amendments Permitted

(a) The Resolution or any Supplemental Resolution and the rights and obligations of the College 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 of 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.

(b) The Resolution or any Supplemental Resolution and the rights and obligations of the College 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 College in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the College;

(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 College 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;

(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.

(c) 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.

(d) Copies of any modification or amendment to the Resolution shall be sent to any rating agency maintaining a rating on the Bonds at least 10 days prior to the effective date thereof.

Section 10.2 Registered Owners' Meetings

(a) The Trustee may, and upon the Written Certificate of the College shall, at any time, call a meeting of the Registered Owners of Bonds, to be held at such place as may be selected by the Trustee and specified in the notice calling such meeting. Written notice of such meeting, stating the time and place of meeting and in general terms the business to be submitted, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than sixty (60) days before such meeting, to each Registered Owner of Bonds then Outstanding at his address, if any, appearing upon the Bond Register of the College. The cost and expense of the giving of such notice shall be borne by the College, and the Trustee shall be reimbursed by the College for any expense incurred by it.

(b) Prior to calling any meeting of the Registered Owners of Bonds, the Trustee shall adopt regulations for the holding and conduct of such meeting, and copies of such regulations shall be filed at the principal corporate trust office of the Trustee and at the office of the College and shall be open to the inspection of all Registered Owners. The regulations shall include such provisions as the Trustee may deem advisable for evidencing the ownership of Bonds, for voting in person or by proxy, for the selection of temporary and permanent officers to conduct the meeting and inspectors to tabulate and canvass the votes cast thereat, the adjournment of any meeting and the records to be kept of the proceedings of such meeting, including rules of order for the conduct of such meeting and such other regulations as, in the opinion of the Trustee, may be necessary or desirable.

(c) No resolution adopted by such meeting of Registered Owners shall be binding unless and until a valid Supplemental Resolution has been passed containing the modifications or amendments authorized by the resolution adopted at such meeting. Such Supplemental Resolution shall become effective upon the filing with the Trustee of the resolution adopted at such meeting and such Supplemental Resolution.

Section 10.3 Amendment by Written Consent

The College may at any time adopt a valid Supplemental Resolution amending the provisions of the Bonds or of the Resolution or any Supplemental Resolution, to the extent that such an amendment is permitted by this Article, to become effective when and as approved by written consent of the Registered Owners and as provided in this section. Such Supplemental Resolution shall not be effective unless there shall have been filed with the College, the Purchaser or the Trustee the written consents of the necessary number of Registered Owners of the Bonds then Outstanding and a notice shall have been mailed as hereinafter in this section provided. It shall not be necessary for the consent of the Registered Owners under this section to approve the particular form of any proposed Supplemental Resolution, but it shall be sufficient if such consent shall approve the substance thereof. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be evidenced pursuant to Section 3.6 hereof. Any such consent shall be binding upon the Registered Owner of the Bonds giving such consent and on any subsequent Registered Owner thereof (whether or not such subsequent Registered Owner has notice thereof) unless such consent is revoked in writing by the Registered Owner of the Bonds giving such consent or a subsequent Registered Owner thereof by filing such revocation with the College prior to the date when the notice hereinafter in this section provided for has been mailed. Notice of the fact of the adoption of such Supplemental Resolution shall be mailed by the College to Registered Owners (but failure to mail copies of such notice shall not affect the validity of the Supplemental Resolution when assented to by the requisite percentage of the Registered Owners of the Bonds as aforesaid).

Section 10.4 Disqualified Bonds

Bonds owned or held by or for the account of the College shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds in this Article provided for, and shall not be entitled to vote or consent to, or to take, any other action provided for in this Article.

Section 10.5 Effect of Modification or Amendment

When any Supplemental Resolution modifying or amending the provisions of the Resolution or any Supplemental Resolution shall become effective, as provided in this Article, the Resolution or such Supplemental Resolution shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Resolution or such Supplemental Resolution of the College, the Trustee and all Registered Owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Resolution shall be and be deemed to be part of the terms and conditions of the Resolution or such Supplemental Resolution for any and all purposes.

Section 10.6 Endorsement or Replacement of Bonds Issued After Amendments

The College or the Trustee may determine that Bonds executed and delivered after the effective date of a Supplemental Resolution adopted as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the College, as to the modification or amendment provided for by such Supplemental Resolution. In that case, upon demand of the Registered Owner of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust office of the Trustee or at such other office as the College may select and designate for that purpose, a suitable notation shall be made on such Bond. The College may determine that new Bonds, so modified as in the opinion of the College is necessary to conform to such Supplemental Resolution shall be prepared, executed and delivered. In that case, upon demand of the Registered Owner of any Bond then Outstanding, such new Bonds shall be exchanged at the principal corporate trust office of the Trustee without cost to any Registered Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7 Consent to Amendments Required

Notwithstanding the provisions of Article X or Article XI of the Resolution, so long as any series of Bonds remains Outstanding and the insurer thereof, if any, is not in default under the respective insurance policy, the consent of the Registered Owners of the requisite principal amount of the series of Bonds and of the insurer, if any, must be obtained for amendments of the type referred to in Section 10.1(a) of the Resolution and for amendments modifying the obligations of the subject insurer with respect to the respective policy, and the consent of the relevant insurer, if any, must be obtained for amendments of the type referred to in subsections (1), (2), (4) and (5)of Section 10.1(b) of the Resolution.

ARTICLE XI
EVENTS OF DEFAULT

Section 11.1 Events of Default

If any one or more of the following Events of Default shall occur, it is hereby declared to constitute an "event of default:"

(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 College to perform or observe any other of the covenants, agreements, or conditions on its part in this Bond Resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the College by the Trustee specifying such failure and requiring the same to be remedied, which period of thirty (30) days may not be extended by more than thirty (30) additional days without the prior written consent of the Insurers of Outstanding Bonds;

(4) a judgment for the payment of money shall be rendered against the College, 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 of 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 College or the filing by the College of a voluntary petition in bankruptcy, or the commission by the College of any act of bankruptcy, or adjudication of the College as a bankrupt, or assignment by the College for the benefit of its creditors, or the entry by the College into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the College 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 College, 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 College, 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;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the Outstanding amount of the Bonds shall have already become due and payable, the Trustee (by thirty (30) days' written notice to the College), or the Registered Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding (by notice in writing to the College and the Trustee) may 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 this Bond Resolution or in the Bonds contained to the contrary notwithstanding. The right of the Trustee or the Registered Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bond shall have matured by their terms, all overdue installments of Debt Service on the Series Bonds, together with interest on such overdue installments of Debt Service to the extent permitted by law and reasonable and proper charges, if any, and all other sums then payable by the College under this Bond Resolution (except the principal of, and interest accrued since the next preceding Debt Service payment date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the College or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under this Bond Resolution (other than the payment of principal and interest due and payable, solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Registered Owners of not less than sixty percent (60%) of the Bonds then Outstanding, by written notice to the College and the Trustee, may rescind such declaration and annual such default in its entirety or, if the Trustee shall have acted itself without direction of the Registered Owners of the Bonds it may rescind such declaration and annual such default in its entirety, or if the Trustee shall have acted upon the direction of the Registered Owners of not less than sixty percent (60%) of the Bonds then Outstanding, unless there shall have been delivered to the Trustee written direction to the contrary by the Registered Owners of a majority in principal amount of the Bonds then Outstanding, the Trustee may rescind such declaration and annual such default in its entirety. No such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon. Notwithstanding the foregoing, neither the Registered Owners of twenty-five percent (25%) of the noninsured Bonds then Outstanding, nor the Owners of twenty-five percent (25%) of any series of Bonds then Outstanding, nor the Trustee, may declare any other series of Bonds immediately due and payable without the prior written consent of the relevant insurer of such series of Bonds.

Section 11.2 Accounting and Examination of Records in Event of Default

(a) The College covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the College and all other records relating to the facilities shall at all reasonable times be subject to the inspection and use of the Trustee and of its agents and attorneys.

(b) The College covenants that if an Event of Default shall happen and shall not have been remedied, the College, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all moneys, securities, and funds pledged or held under this Bond Resolution for such period as shall be stated in such demand.

Section 11.3 Application of Funds and Moneys in Event of Default

(a) The College covenants that if an Event of Default shall happen and shall not have been remedied, the College, 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 College in any Fund under this 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, including without limitation the moneys and investments in the Debt Service Account, and Pledged Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section 11.3 as follows and in the following order:

(1) Expenses of Trustee. To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee;

(2) Operating Costs. To the payment of the amounts required for reasonable and necessary operation, maintenance or other 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 College 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) Principal or Redemption Price and Interest. To the payment of the interest and principal or redemption price then due on the Bonds as follows:

(a) unless the principal of all of the Bonds shall have become or have been declared due and payable;

First: Interest - To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Second: Principal or redemption price - To the payment to the persons entitled thereto of the unpaid principal or redemption price of the Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference;

Third: Equally and proportionately to the payment to the Insurers, as issuers of any Reserve Account Credit Enhancement, any reimbursement payment due under the respective Reserve Account Credit Enhancement; and

(b) if the principal of all of the Bond shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(c) If and whenever all overdue installments of interest on the Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the College 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 College, 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 College and the Trustee shall be restored, respectively, to their former positions and right under this Bond Resolution. No such restoration of the College 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.

Section 11.4 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 this Resolution, or for the appointment of a receiver or trustee, or for any other remedy hereunder, 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 to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) 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

(5) 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 this 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 this Resolution, except in the manner herein 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 this 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.

Section 11.5 Appointment of Receiver

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate created hereby, including, without limitation, the proceeds of the sale of Bonds, the Pledged Revenues, and the funds, including the investments, if any, thereof, pending such proceedings, with such powers as a court making such appointments shall confer.

Section 11.6 Proceedings Brought by Trustee

(a) If an Event of Default shall happen and shall not have been remedied, then and in every such case the Trustee, by its agents, and attorneys, may proceed, and upon written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Registered Owners of the Bonds under this Bond Resolution forthwith by a suit or suits in equity or at law, whether for the specified performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the College as if the College were the Trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Bond Resolution.

(b) All rights of action under this Bond Resolution may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

(c) The Registered Owners of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by its counsel that the action or proceeding so directly may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Registered Owners of the Bonds not parties to such direction.

(d) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Bond Resolution the Trustee shall be entitled to exercise any and all rights and powers conferred in this Bond Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(e) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Registered Owners of a majority in principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Registered Owners.

Section 11.7 Remedies Not Exclusive

No remedy by the terms of this Bond Resolution conferred or reserved to the Trustee or the Registered Owners of this Bonds is intended to be exclusive of any other remedy, but each and every such remedy given under this Bond Resolution or existing at law or in equity or by statute on or after the date of adoption of this Bond Resolution shall be available to the Trustee and the Registered Owners.

Section 11.8 Effect of Waiver and Other Circumstances

(a) No delay or omission of the Trustee or any Registered Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this section to the Trustee or to the Registered Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Registered Owners.

(b) Prior to the declaration of maturity of the Bonds as provided in the Bond Resolution, the Registered Owners of not less than sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds at the time Outstanding, or their attorney-in-fact duly authorized, may on behalf of the Registered Owners of all of the Bonds waive any past default under this Bond Resolution and its consequences, except a default in the payment of interest on, principal of, or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 11.9 Notice of Event of Default

The Trustee shall promptly mail to the College the Registered Owners of the Bonds then Outstanding, and to the Insurers thereof, written notice of the occurrence of any Event of Default.

Section 11.10 Relating to Bond Insurers

(a) The rights granted to the Insurers of Bonds under the Resolution, as amended by Supplemental Resolutions, to request, consent to or direct any action are rights granted to such insurers in consideration of the issuance of their respective policy of bond insurance. Any exercise by an insurer of such rights is merely an exercise of the insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Registered Owners, nor does such action evidence any position of such insurer, positive or negative, as to whether Registered Owners' consent is required in addition to consent of such insurer.

(b) The rights of the Insurers of Bonds to direct or consent to College, Trustee or Registered Owners actions under the Resolution, as amended by Supplemental Resolutions, shall be suspended during any period in which any insurer is in default in its payment obligations under the respective policy of bond insurance (except to the extent of amounts previously paid by such insurer and due and owing to such insurer), and shall be of no force or effect in the event the respective insurance policy is no longer in effect or such insurer asserts that the subject insurance policy is not in effect or such insurer shall have provided written notice that it waives such rights.

ARTICLE XII
DEFEASANCE

Section 12.1 Defeasance of Indebtedness

(a) If the College 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 College 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 College to be prepared and filed with the College and, upon the request of the College, shall execute and deliver to the College all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the College 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 College 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 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 College 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 Direct Obligations, or Investment Securities other than Direct Obligations (as approved by insurers of any Outstanding Bonds (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America)) 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 (as verified by a certified public accountant), 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 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 College 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 is applicable, and interest due or to become due, if applicable, on said Bonds. Notwithstanding the foregoing, in the case of any Bonds that are payable from amounts drawn on or derived under any credit enhancement arrangement as provided in Section 57-231, Idaho Code, the moneys and Investment Securities referred to in clause (2) of the preceding sentence shall be deemed to refer only to (i) moneys drawn or derived, or Investment Securities acquired with moneys drawn or derived, under such credit enhancement arrangement, or (ii) moneys or Investment Securities which have been on deposit with the Trustee for 123 days during which period no Event of Bankruptcy shall have occurred, unless an opinion of nationally recognized counsel in the field of bankruptcy law is filed with the Trustee to the effect that such moneys and Investment Securities are not subject to the avoidance powers of a trustee in bankruptcy under the provisions of Section 544(b) or Section 547(b) of the United States Bankruptcy Code, Title 11, U.S.C., in which case such moneys or Investment Securities need not be on deposit with the Trustee as heretofore required in this sub-clause (ii). Neither Investment Securities nor moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Investment Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Investment Securities maturing at times and in amounts sufficient to pay when due the principal or Maturity Amount or Redemption Price, as applicable, and interest to become due on said Bonds on and prior to such Redemption Date or Maturity Date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the College, as received by the Trustee, free and clear of any trust, lien or pledge.

Section 12.2 Unclaimed Moneys

Anything in the Resolution to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for one year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for one year after the date of deposit of such moneys if deposited with the Trustee after the said date when such Bonds become due and payable, shall, at the Written Request of the College, be repaid by the Trustee to the College, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Registered Owners shall look only to the College for the payment of such Bonds; provided, however, that before being required to make any such payment to the College, the Trustee shall, at the expense of the College, cause to be published at least twice, at an interval of not less than seven (7) days between publications, in a Financial Newspaper or Journal of general circulation in New York, New York, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the College.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Benefits of Resolution Limited to Parties

Nothing in the Resolution, expressed or implied, is intended to give to any person other than the College, the Trustee, and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of the Resolution. Any covenants, stipulations, promises or agreements in the Resolution contained by and on behalf of the College shall be for the sole and exclusive benefit of the College, the Trustee and the Registered Owners of the Bonds.

Section 13.2 Successor is Deemed Included in All References to Predecessor

Whenever in the Resolution either the College or the Trustee or any Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Resolution contained by or on behalf of the College, the Trustee or any Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.3 Execution of Documents by Registered Owners

Any request, declaration or other instrument which the Resolution may require or permit to be executed by Registered Owners may be in one or more instruments of similar tenor, and shall be executed by Registered Owners in person or by their attorneys appointed in writing.

Except as otherwise expressly provided, the fact and date of the execution by any Registered Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the amount of Bonds transferable by delivery held by any person executing such request, declaration or other instrument or writing as a Registered Owner, and the numbers thereof, and the date of his holding such Bonds, may be proved by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by a trust company, bank or other depositary, wherever situated, showing that at the date therein mentioned such person had on deposit with, or exhibited to, such depositary the Bonds described in such certificate. Continued ownership after the date of deposit stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by the depositary that the Bonds therein referred to will not be surrendered without the surrender of the certificate to the depositary, except with the consent of the Trustee. The Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond register.

Any request, declaration or other instrument or writing of the Registered Owners of any Bond shall bind all future Registered Owners of such Bond in respect of anything done or suffered to be done by the College or the Trustee in good faith and in accordance therewith or in reliance thereon.

Section 13.4 Waiver of Notice

Whenever in the Resolution the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.5 Cremation or Destruction of Canceled Bonds

Whenever in the Resolution provision is made for the surrender to the College of any Bonds which have been paid or canceled pursuant to the provisions of the Resolution, the College may, by a Written Request of the College, direct the Trustee to cremate or destroy such Bonds and furnish to the College a certificate of such cremation or destruction.

Section 13.6 Governing Law

The Resolution shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 13.7 System of Registration

This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code.

Section 13.8 Article and Section Headings

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding articles, sections or subdivisions of the Resolution, and the words “herein, ” “hereof, ” “hereunder” and other words of similar import refer to the Resolution as a whole and not to any particular article, section or subdivision hereof. The headings or titles of the several articles and sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the Resolution.

Section 13.9 Partial Invalidity

If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution on the part of the College (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 the Resolution or of the Bonds; but the Registered Owners shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 13.10 Notices

Any notice, request, authorization, or demand required or permitted to be given by this Bond Resolution shall be deemed sufficiently given when delivered or mailed, by registered or certified mail, postage prepaid, as follows: if to the College, at: Administrative Services, Attn: VP for Finance and Administration, 500 8th Avenue, Lewiston, Idaho 83501; if to the Purchaser, at: Zions Bancorporation, N.A., Attn: Kirsi Hansen, 1 South Main Street 17th Floor, Salt Lake City, Utah 84133; and if to the Trustee, at: the address provided in any Supplemental Resolution.

Section 13.11 Further Authority

The Bursar of the College if hereby authorized to do or perform all such acts, to complete other documents, and to execute all such certificates, documents, and other instruments as may be necessary or advisable to carry out the terms hereof.

Section 13.12 Repeal

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Bond Resolution shall take effect and be in full force and immediately upon its passage and approval.

[remainder of page intentionally left blank.]

ADOPTED AND APPROVED this 15^{th} day of December, 2021.

THE BOARD OF TRUSTEES OF LEWIS-CLARK COLLEGE

By __________________________________
President, State Board of Education

By __________________________
Bursar, Lewis-Clark State College

ATTEST:

____
Secretary, State Board of Education

FORM OF SERIES 2021 BOND

R-1 $4,000,000

UNITED STATES OF AMERICA
STATE OF IDAHO

LEWIS-CLARK STATE COLLEGE
GENERAL REVENUE BOND, SERIES 2021

INTEREST RATE:	MATURITY DATE:	DATED DATE:
Variable	____/__/2021	____/__/2021

Registered Owner: Zions Bancorporation, N.A

Principal Amount: Four Million and 00/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Lewis-Clark State College, a body politic and corporate and an institution of higher education of the State of Idaho (the "College"), 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 or the date of prior redemption, whichever occurs first, 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, pursuant to the amortization schedule attached hereto, 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 a special obligation of the College 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 of Idaho, nor shall payment hereof be enforceable out of any funds of the College other than the revenues, fees, and charges pledged thereto in the Bond Resolution (hereinafter defined). Pursuant to the Bond Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund (as defined in the Bond Resolution) to provide for the prompt payment of the principal of and interest on, and redemption price of, the hereinafter defined Series 2021 Bonds. 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 Bond Resolution.

Both principal of 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 (the "Bond Register") of the College maintained by the College. 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 corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Bond is a duly authorized issue of General Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds") in the aggregate principal amount of $4,000,000. The Series 2021 Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly chapter 38 of Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code, and proceedings duly adopted and authorized by the State Board of Education (the "Board") on behalf of the College on December 15, 2021, authorizing the issuance of the Series 2021 Bonds (collectively, the "Bond Resolution").

This Series 2021 Bond is issued for the purpose of financing all or a portion the costs of the purchase of College Place, a residential living facility previously operated and managed by the College's Residence Life.

Reference is hereby made to the Bond Resolution for the covenants and declarations of the College and other terms and conditions under which this Series 2021 Bond has been issued. The covenants contained herein and in the Bond Resolution may be discharged by making provisions, at any time, for the payment of the principal of and interest on this Series 2021 Bond in the manner provided in the Bond Resolution.

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 2021 Bonds of this series does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the College may incur.

****

IN WITNESS WHEREOF, the College has caused this Bond to be executed by the manual or facsimile signature of the President of the State Board of Education, of the Bursar of the College, and attested by the manual or facsimile signature of the Secretary of the Regents, and a facsimile or original of the official seal of the College to be imprinted hereon, as of this ____ day of ________________, 2021.

STATE BOARD OF EDUCATION

[SEAL]

By ___________________________________
President

COUNTERSIGNED:

____
Bursar

ATTEST:

____
Secretary

****

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: ____

Address: ____

____

Tax Identification No.: ____

the within Bond and hereby irrevocably constitutes and appoints ___________________

____

of ____
to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ____________________ ____

____
Registered Owner

Signature Guaranteed: ____

[End of Form of Assignment]

****

[End of Form Series 2021 Bond]

EXHIBIT B

AMORTIZATION SCHEDULE

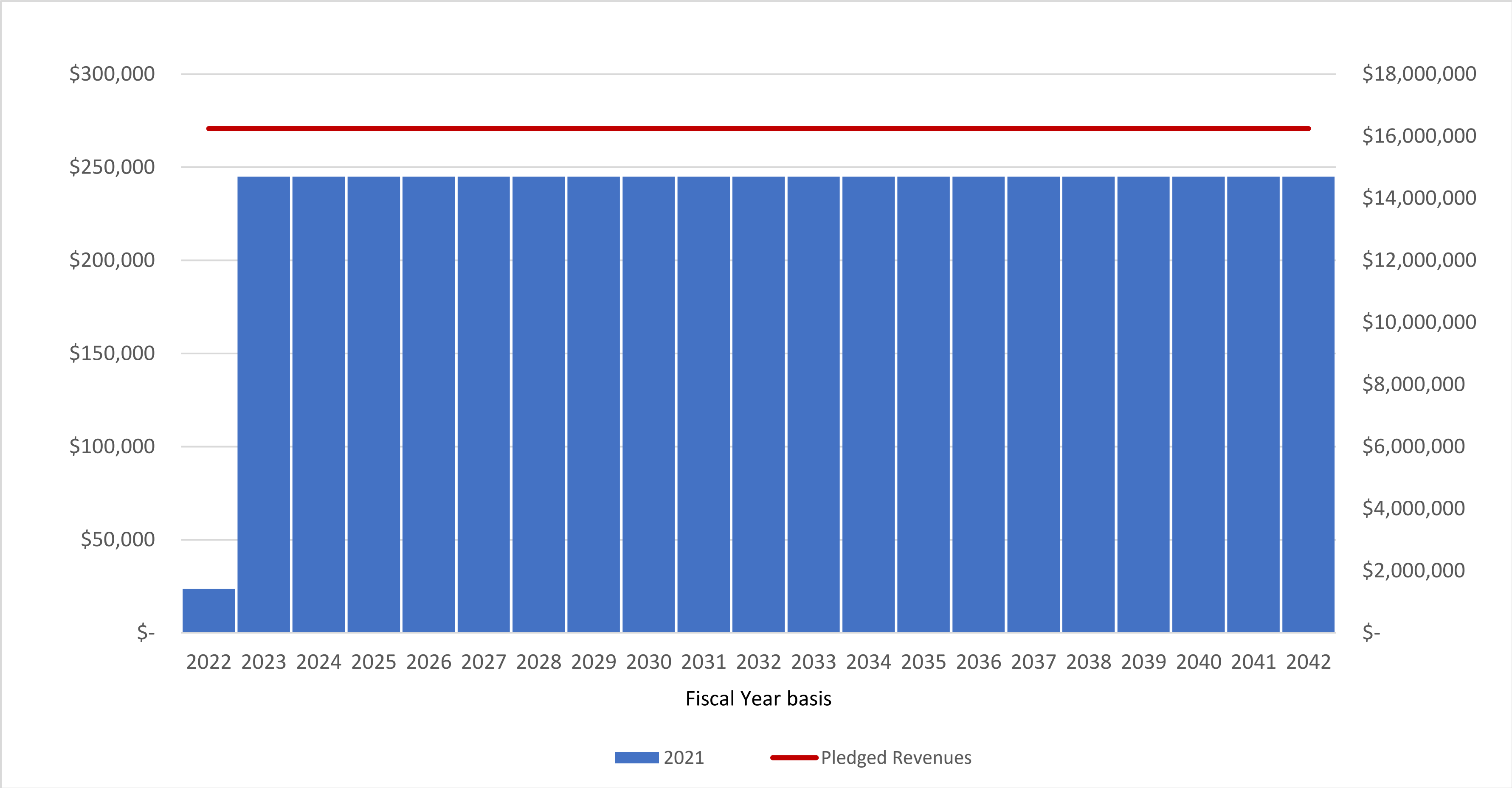
BOND PRICING

Lewis-Clark State College, Idaho
General Revenue Bonds, Series 2021
Zions Bancorporation, N.A. - 20 Year Amortization
Proposed October Payments through 10/1/2041

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	10/01/2022	162,632	2.100%	2.100%	100.000
	10/01/2023	166,083	2.100%	2.100%	100.000
	10/01/2024	169,608	2.100%	2.100%	100.000
	10/01/2025	173,208	2.100%	2.100%	100.000
	10/01/2026	176,884	2.100%	2.100%	100.000
	10/01/2027	180,638	2.100%	2.100%	100.000
	10/01/2028	184,471	2.100%	2.100%	100.000
	10/01/2029	188,386	2.100%	2.100%	100.000
	10/01/2030	192,384	2.100%	2.100%	100.000
	10/01/2031	196,467	2.100%	2.100%	100.000
	10/01/2032	200,637	2.100%	2.100%	100.000
	10/01/2033	204,895	2.100%	2.100%	100.000
	10/01/2034	209,243	2.100%	2.100%	100.000
	10/01/2035	213,684	2.100%	2.100%	100.000
	10/01/2036	218,219	2.100%	2.100%	100.000
	10/01/2037	222,850	2.100%	2.100%	100.000
	10/01/2038	227,580	2.100%	2.100%	100.000
	10/01/2039	232,410	2.100%	2.100%	100.000
	10/01/2040	237,342	2.100%	2.100%	100.000
	10/01/2041	242,379	2.100%	2.100%	100.000
		4,000,000			

Dated Date	12/20/2021	
Delivery Date	12/20/2021	
First Coupon	04/01/2022	
Par Amount	4,000,000.00	
Original Issue Discount		
Production	4,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	4,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	4,000,000.00	

Lewis-Clark State College
Debt Service for Series 2021 Bonds - Compared to Pledged Revenues
Attachment _



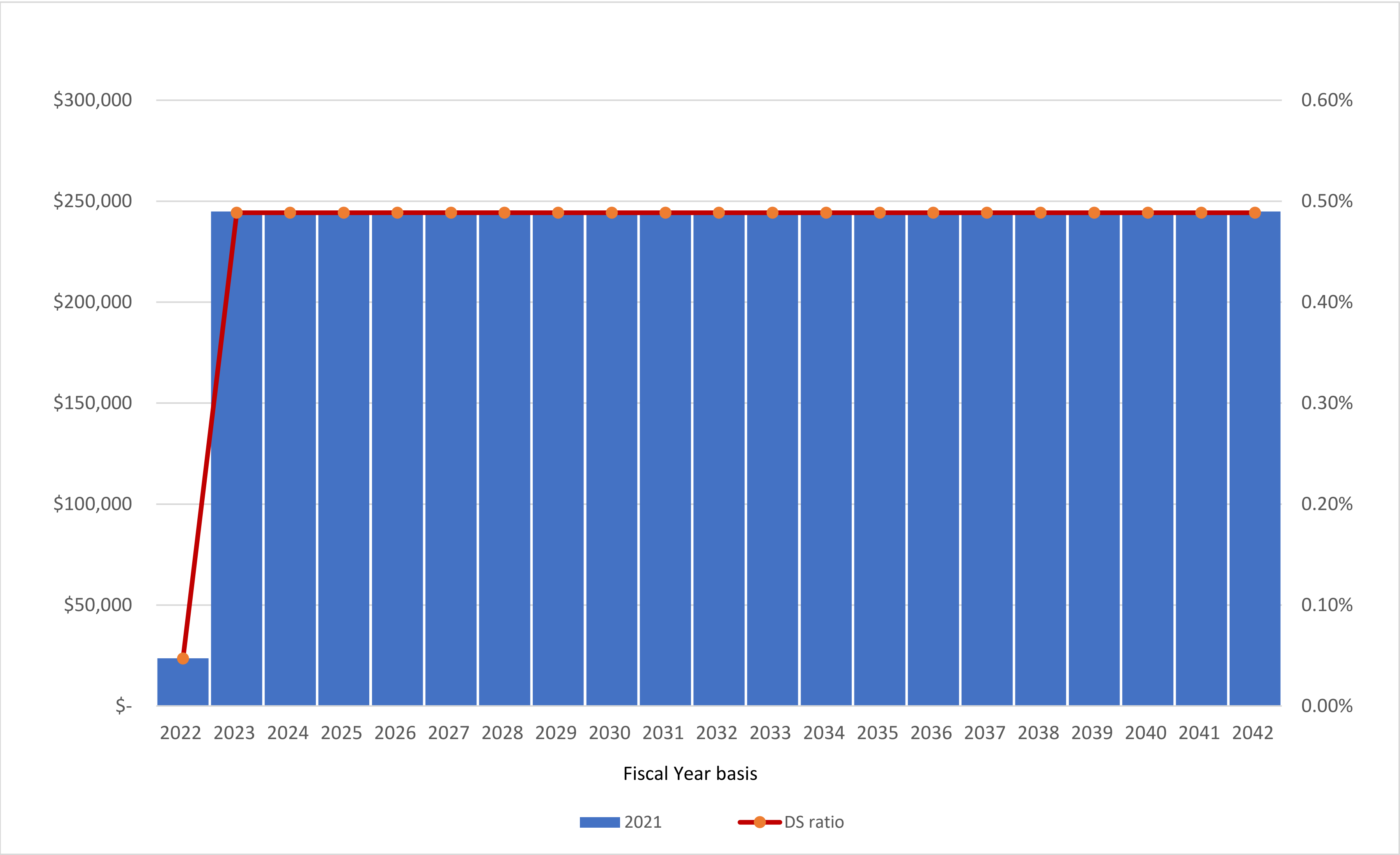
Pledged Revenues: $16,563,792 (FY2020)

MADS: $244,924.58 (FY2028)

Lewis-Clark State College
Attachment _
Debt Service Projection

Period Ending April 1	Principal	Interest	Total Debt Service
2022	$ --	$ 23,566.67	$ 23,566.67
2023	162,632.00	82,292.36	244,924.36
2024	166,083.00	78,840.85	244,923.85
2025	169,608.00	75,316.10	244,924.10
2026	173,208.00	71,716.53	244,924.53
2027	176,884.00	68,040.56	244,924.56
2028	180,638.00	64,286.58	244,924.58
2029	184,471.00	60,452.94	244,923.94
2030	188,386.00	56,537.95	244,923.95
2031	192,384.00	52,539.86	244,923.86
2032	196,467.00	48,456.92	244,923.92
2033	200,637.00	44,287.33	244,924.33
2034	204,895.00	40,029.24	244,924.24
2035	209,243.00	35,680.79	244,923.79
2036	213,684.00	31,240.06	244,924.06
2037	218,219.00	26,705.08	244,924.08
2038	222,850.00	22,073.86	244,923.86
2039	227,580.00	17,344.35	244,924.35
2040	232,410.00	12,514.45	244,924.45
2041	237,342.00	7,582.05	244,924.05
2042	242,379.00	2,544.98	244,923.98
	$ 4,000,000.00	$ 922,049.51	$ 4,922,049.51

Lewis-Clark State College
Debt Burden Ratio
Attachment _



Average Debt Burden Ratio: 0.5%