COLLEGE OF WESTERN IDAHO	**BOARD OF TRUSTEES** **REGULAR MEETING** **September 10, 2026** **AGENDA**	**Board of Trustees** Jim Reames, Chair Nicole Bradshaw, Vice Chair Molly Lenty, Sec/Treas Cherie Buckner-Webb David Bishop

CWI MISSION

The College of Western Idaho is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce

CWI Nampa Campus Academic Building
Room 122
3:00PM

I. CALL TO ORDER (Chair)
   A. Pledge of Allegiance
   B. CWI Mission Statement
   C. Introduction of Visitors
   D. Public Comment

II. CONSENT AGENDA (Chair Reames) – ACTION ITEM
   Aug 2026 Minutes, Treasurer's Report, Capital Projects Budget to Actuals Report

III. PRESIDENT'S REPORT (President Jones)

IV. CULTURE AND TALENT DEVELOPMENT UPDATE (Co-CHRO Miller & Stewart)

V. STUDENT SUCCESS UPDATE: WORKFORCE DEVELOPMENT (VP Miller)

VI. FIC TICKET OFFICE LEASE (VP Miller) - ACTION ITEM

VII. CHAIR'S REPORT (Chair Reames)

VIII. EXECUTIVE SESSION – ACTION ITEM
   PURSUANT TO IDAHO CODE § 74-206(1) CONVENE IN EXECUTIVE SESSION:
   (c) To acquire an interest in real property not owned by a public agency.

IX. ADJOURNMENT

Board of Trustees Monthly Meeting

Call to Order

PLEDGE OF ALLEGIANCE

MISSION

College of Western Idaho is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce.

Introduction of Visitors

Public Comment

Individuals wishing to submit input to the Board may do so by submitting a comment in writing to the address included in the meeting Notice. The Board Chair will share properly submitted comments during the "Public Comment" portion of the agenda. Individuals are not invited to speak openly in a public meeting in order to effectuate a timely and efficient meeting. The failure to submit a public comment by the deadline included in the Notice may result in non-disclosure of the public comment. The Board Chair retains discretion to refrain from sharing any public comment that is unduly disruptive to the meeting. The Board shall not respond to the public comment and may only address the subject matter of the comment if it is included in a properly noticed agenda.

CONSENT AGENDA

SUMMARY/DISCUSSION

- Minutes from the previous Board meeting are included for Board consideration.
- Treasurer's Report. Idaho Code (57-135) requires that the Board shall receive this report monthly with governing board materials. This report shows the College's current cash position.
- Capital Projects Budget to Actuals and percent completion to date.

CWI COLLEGE OF WESTERN IDAHO	**BOARD OF TRUSTEES** **REGULAR MEETING** **August 13, 2026** **AGENDA**	**Board of Trustees** Jim Reames, Chair Nicole Bradshaw, Vice Chair Molly Lenty, Sec/Treas Cherie Buckner-Webb David Bishop

CWI MISSION

The College of Western Idaho is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce

CWI Nampa Campus Administrative Building
Room 200B President's Conference Room
3:00PM

ATTENDANCE:

Nicole Bradshaw, Vice Chair
Molly Lenty, Secretary/Treasurer
David Bishop, Trustee
Cherie Buckner-Webb, Trustee

I. CALL TO ORDER

Vice Chair Bradshaw called the meeting to order. The Pledge of Allegiance was recited. Secretary/Treasurer Lenty recited the CWI mission statement. No visitor introductions were made, and no public comments were received.

II. CONSENT AGENDA

A. July 2026 Minutes
B. Treasurer's Report
C. Capital Projects Budget to Actuals Report

MS (Bishop / Lenty): To approve the consent agenda as presented. The motion carried.

III. PRESIDENT'S REPORT

President Jones thanked the Board of Trustees for supporting his summer leave, noting that the time allowed him to recharge, spend time with family, and visit numerous higher education institutions across the western United States. Through these experiences, he observed the important role community colleges play in serving their communities and returned with renewed enthusiasm for CWI's continued growth and impact.

President Jones highlighted the ongoing partnership with Micron and progress on the new Micron Training Center. The additional classroom space will support growing workforce demands in mechatronics and advanced manufacturing, allowing CWI to double program capacity. He also recognized faculty and staff who contributed to the success of the partnership.

He reported that the Fall Semester is expected to mark CWI's 12th consecutive semester of enrollment growth, reflecting the college's commitment to meeting the educational needs of the region. He also provided updates on several strategic initiatives, including the Ford Idaho Center RFP process, campus master planning efforts, and foundation planning activities.

In closing, President Jones thanked faculty and staff for their dedication and contributions to the college's success and expressed optimism and excitement for the year ahead as CWI continues to serve a rapidly growing community.

IV. STRATEGIC PLAN REVIEW AND APPROVAL

President Jones presented a refresh of CWI's strategic plan, explaining that the college chose to update its existing three-year plan rather than undertake a complete rewrite. The refreshed plan continues to emphasize core priorities such as student success, retention, graduation rates, and affordability, while refining objectives, terminology, and performance metrics. The update was informed by campus feedback, leadership discussions, and accreditation considerations, and will require Board approval.

Two new focus areas were added to the strategic plan. The first, Community Engagement, includes measuring community support through fundraising and philanthropy, as well as supporting the launch of recreation, intramural, and intercollegiate athletics programs to strengthen connections between the college and the broader community. The second addition was Financial Sustainability, which emphasizes responsible stewardship of institutional resources to support both current priorities and the college's long-term future. The plan includes formal tracking of key financial metrics to ensure CWI remains well-positioned to serve future generations of Idaho students.

Trustee Bishop expressed appreciation for the additions to the initiative and noted interest in tracking progress over time against the established baseline. It was emphasized that implementing KPIs will help measure improvement, maintain accountability, and drive continued progress.

Secretary/Treasurer Lenty – Question: Once the strategic plan is finalized and put into action, how will it be shared with the campus community?

President Jones – Answer: Our strategic plan is a public document that we regularly reference. We communicate through our leadership structure rather than having multiple senior leaders send messages directly to everyone. Department leaders are expected to share the relevant parts with their teams and create operating plans that align with the strategic plan.

Provost Aberle-Cannatta – Answer: I'll defer to Alexis, but we do post this on SharePoint and share it with our staff. It's also available online, and they had input into everything that's on the strategic plan. But Alexis, you might want to tie it to the operational unit and division plans.

Executive Director of Institutional Effectiveness Malepeai-Rhodes – Answer: The strategic plan is not just a high-level document. It is publicly posted and progress will be measured and reported annually through KPIs, a dashboard will show results, and every department's annual operational plan is aligned to the strategic plan to ensure its goals are implemented and tracked.

President Jones – Answer: While not every employee may be able to quote the strategic plan, the institution is clearly operating according to it. The evidence is that approximately 74% of our strategic objectives are meeting or exceeding expectations. The plan is actively used, publicly shared, and informed by community input rather than being a document that only matters during accreditation reviews.

Vice Chair Bradshaw – Question: In higher education, are community relations typically measured by donor engagement and financial contributions?

President Jones – Answer: This is a reasonable starting framework for measuring progress in the strategic plan. We should remain open to adding metrics, particularly around community perception and school reputation, as we continue learning and improving. I can't say whether this exactly matches what other schools do, but it seems appropriate.

Trustee Buckner-Webb commented that regardless of how we decide to measure it, these two things influence each other. Because of that, they will significantly affect our reputation and performance ratings, both in the community and in the school.

President Jones also commented that our current metrics help us measure engagement, but they don't tell the whole story. Community relationships develop over time, and there are multiple ways to assess how connected people are to the organization.

Secretary/Treasurer Lenty – Question: Yes, this is an internal guiding document. However, it's also something that we provide for review. It's reviewed by our accrediting bodies, so some of the content included here is written with accreditation requirements in mind, rather than how we might write it in a private business setting. Is that correct?

President Jones -Answer: You are correct.

MS (Lenty / Buckner-Webb): To approve the 2027-2031 Strategic Plan as presented. The motion carried.

V. ACADEMIC UPDATE: THREE-YEAR PROGRAM PLAN

Provost Aberle-Cannata reported that the college successfully met or exceeded all performance metrics required for its Bachelor of Applied Science (BAS) program, marking a significant milestone following the program's approval in 2023. She credited the achievement to the collaborative efforts of faculty, staff, and administrators and noted that the institution is now positioned to pursue additional degree offerings

The Board reviewed CWI's proposed three-year academic program plan, which was developed with input from advisory committees, faculty, and industry trends. Proposed programs include Aviation Pilot Training, Food Science, Mortuary Science, and Veterinary Technician, with several of these initiatives expected to be developed through strategic partnerships to reduce startup costs and leverage external expertise.

An update was also provided on the approved Dental Hygiene program, which is currently in the implementation phase with hiring underway. In addition, following recent workforce discussions with Micron, CWI is exploring a Bachelor of Applied Science in Mechatronics Engineering Technology to provide graduates with expanded career advancement opportunities. She also indicated a preference for pursuing partnership-supported models for future program development whenever possible.

Secretary/Treasurer Lenty – Question: Once these changes have been approved will there be any celebratory announcement regarding them?

Provost Aberle-Cannata – Answer: Yes, when the time is right.

Vice Chair Bradshaw – Question: There was mention potential partnerships with Food Science and

Veterinary Technician, are those partnerships something that can be shared at this time?

Provost Aberle-Cannata – Answer: The Food Science program is not a partnership at this time. We are working with BATEC in Altoona, Pennsylvania for the Veterinary Technician program. The aviation program pilot training will also be a partnership, but we have signed an NDA, so at this time, we cannot disclose that information.

Provost Aberle-Cannata reviewed the programs that are designated to be discontinued due to low enrollment such as; Business analytics certificate, Fermentation certificate, and Medical Administrative support.

President Jones commented that when we decide to discontinue a program, we should remember and honor the people who invested their time and talent in building it. Those decisions are difficult and involve real loss. However, if resources become available, we should view that as an opportunity to support new faculty ideas and future initiatives, ensuring that the value created by the original program continues to benefit the institution in a new form.

MS (Bishop / Buckner-Webb): To approve the three-year academic plan, including program discontinuations as presented. The motion carried.

VI. CHAIR'S REPORT

Vice Chair Bradshaw expressed enthusiasm for the start of the new academic year and the renewed energy brought by the return of students and faculty. She highlighted the importance of the institution's strategic plan as a roadmap for continued progress and shared appreciation for the college's positive impact on the community, strong vision, and effective leadership. She then commended President Jones, faculty, and staff for consistently delivering on commitments and achieving institutional goals.

VII. ADJOURNMENT

The meeting adjourned at 3:52pm.

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Molly Lenty
Board Secretary

Board of Trustees

Treasurer's Report

September 10, 2026

Ken Kline

TREASURER'S MONTHLY REPORT

Institution	Balance July 31, 2026*
U.S. Bank Checking Account	27,353,662
U.S. Bank/PFM Institutional Investment Account (Market)	43,251,428
U.S Bank Construction Fund – 2025 COP	16,011,836
U.S. Bank 2018 COP Debt Service Account	1,184,080
U.S. Bank 2022 COP Debt Service Account	1,235,819
U.S. Bank 2025 COP Debt Service Account	925,766
OVG Held CWI Funds	1,000,000
Local Government Investment Pool	54,616,420
Total	**$145,579,011**

57-135. TREASURER'S MONTHLY REPORT. If not otherwise required by statute to report information about the financial affairs of a political subdivision, it shall be the duty of the treasurer to file a report in writing with the governing board no later than the last business day of each month, showing exactly how much cash is in the treasury and in what financial institutions such funds may be deposited or invested as of the last day of the preceding month. Such reports shall be included with materials related to the next governing board meeting agenda at which it may be examined by the governing board. If the governing board shall find that the treasurer has willfully made any false statement therein, he may be suspended or removed from office in accordance with applicable provisions of law.

History: [57-135, added 1921, ch. 256, sec. 31, p. 557; I.C.A., sec. 55-134; am. 2017, ch. 129, sec. 3, p. 304.]

* August financial statements were not available by the September due date for Board materials.

CASH BALANCES

		Balance July 31, 2026
Cash Available		$145,579,011
Less:	COP Proceeds Dedicated for Capital Projects / Debt Payments	16,011,836
	Debt Service Accounts	3,345,665
	Grant and Restricted Cash	1,017,696
	Athletic/Activity Fee	766,224
	OVG Held CWI Funds	1,000,000
"Discretionary" Cash Available		**123,437,590**
Less:	Capital Projects BOT Approved Allocation	11,353,163
	FY25 Sustainability Reserve	32,100,000
Balance (Working Capital and Reserves)*		**$79,984,427**
Working capital and reserves = 10 months of operating expenses (target = 6 months $48M +/- 5%).**		

- *Balance includes funds that have restricted uses such as CTE state funding and course fees.

DESIGNATED RESERVE FUNDS

Account	Balance July 31, 2026
COP Proceeds Dedicated for Capital Projects / Debt Payments	16,011,836
Debt Service Accounts	3,345,665
Grants and Restricted Cash	1,017,696
Athletic/Activity Fee	766,224
OVG Held CWI Funds	1,000,000
Capital Projects BOT Allocation	11,353,163
Sustainability Reserve	32,100,000
Total	**$65,594,584**

These reserves are Board or contractually designated and largely restricted in use.

COP Proceeds: Remaining balance for COP issuance.

Debt Service Accounts: Restricted cash accounts set aside solely to ensure timely payment of principal and interest on your COPs.

Grants and Restricted Cash: Restricted based on the source.

FIC – Maintain adequate cash flow to support FIC operations.

Capital Projects BOT Allocation – Balance of Board approved $30M less expenditures incurred.

Sustainability Reserve – Contingency in the event of revenue shortfall or state budget reduction.

Board of Trustees

Finance Report
September 10, 2026

Ken Kline

FY27 BUDGET TO ACTUALS

FY27 Source of Funds	FY27 Budget	FY2027 YTD Actuals as of 7/31/2026	FY27 YTD % of Budget	FY26 Original Budget	FY2026 YTD Actuals as of 7/31/2025	FY26 YTD % of Budget	FY27 Projection	FY27 % of Budget
State Appropriation, General Fund (incl. Liquor Fund)	22,514,600	22,314,600	99.11%	22,887,500	0	0.00%	22,514,600	100.00%
State Appropriation, CTE	13,144,104	0	0.00%	13,323,489	0	0.00%	13,144,104	100.00%
County Property Taxes	13,534,928	0	0.00%	13,077,225	0	0.00%	13,534,928	100.00%
Tuition & Fees	29,092,637	12,724,126	43.74%	26,026,511	10,539,017	40.49%	29,092,637	100.00%
Dual Credit Revenue	6,725,250	390,236	5.80%	6,405,000	320,440	5.00%	6,725,250	100.00%
Special Course Fees	2,631,437	1,940,594	73.75%	2,533,000	1,695,164	66.92%	2,631,437	100.00%
Self-Supporting (Workforce Development)	5,617,659	1,242,844	22.12%	5,327,550	1,410,109	26.47%	5,617,659	100.00%
Other Revenue (misc. fees, commissions, sales, etc.)	2,967,975	84,195	2.84%	3,349,725	28,144	0.84%	2,967,975	100.00%
TOTAL REVENUE	**$96,228,590**	**$38,696,595**	**40.21%**	**$79,653,000**	**$13,992,874**	**17.57%**	**$96,228,590**	**100.00%**
FY2026 Funding from Reserves	2,871,410	0	0.00%	1,070,000	0	0.00%	2,871,410	100.00%
TOTAL SOURCES OF FUNDS	**$99,100,000**	**$38,696,595**	**39.05%**	**$83,250,000**	**$13,992,874**	**16.81%**	**$99,100,000**	**100.00%**

FY27 Budgeted Expenditures	FY27 Budget	FY2027 YTD Actuals as of 7/31/2026	FY27 YTD % of Budget	FY26 Original Budget	FY2026 YTD Actuals as of 7/31/2025	FY26 YTD % of Budget	FY27 Projection	FY27 Projected % of Budget
Payroll (incl. wages, fringe, & benefits)	68,739,968	2,635,810	3.83%	65,265,946	2,434,961	3.73%	68,739,968	100.00%
Operating, Travel, & Capital	30,360,032	915,319	3.01%	28,734,054	1,036,436	3.61%	30,360,032	100.00%
TOTAL EXPENSES	**$99,100,000**	**$3,551,129**	**3.58%**	**$94,000,000**	**$3,471,397**	**3.69%**	**$99,100,000**	**100.00%**

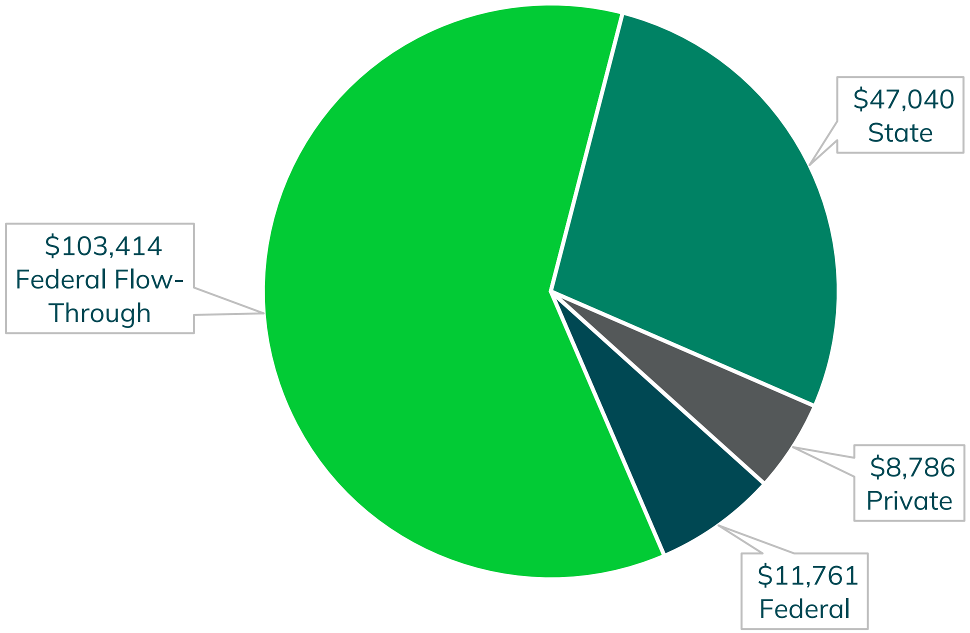
- Excludes gifts, grants and major building projects, Ford Idaho Center approved through separate Board action.
- Assumes Ford Idaho Center CWI costs will be funded from the Sustainability reserve.

FY27 CWI GRANT FUNDING

AS OF 7/31/26

Grant Funding: $171,001

By Funding Source



Total Grant Awards FY27: **$5,631,195**

COLLEGE OF WESTERN IDAHO

BOARD OF TRUSTEES
September 10, 2026

CAPITAL PROJECTS – Budget to Actuals Report

	Budget	**Actuals**	**Balance**
Cap Ed Student Success Center	$21,700,000.00	$18,634,987.00	$3,065,013.00
Budget Percentage	100%	100%	0%
	Budget	**Actuals**	**Balance**
Boise	$42,700,000.00	$19,729,814.00	$22,970,186.00
Budget Percentage	100%	46%	54%

PRESIDENT'S REPORT

President Jones will provide an update on recent activities and accomplishments of interest to the Board.

Culture and Talent Development

CWI HUMAN RESOURCES

Today We'll Explore…

- The Goal
- The Approach
- The Plan
- What's on Deck

The Goal

- eNPS – 11 (2024), 17 (2028), 20 (2030)
- For employees to feel seen, heard, and part of the future direction

The Approach

- Listening Tour
- Culture Work Group
- Transparent Work Plan
- Return and Report

HR GOALS

STRATEGIC. PEOPLE-CENTERED. PURPOSE-DRIVEN.

STRENGTHEN
HUMAN RESOURCES OPERATIONS AND PROCESSES

- Perform a Campus-Wide Pay Compression Analysis
- Implement a Campus-Wide Performance Evaluation Process
- Implement Culture Work Group Recommendations
- Review and Revise all Campus Facing HR Policies
- Implement an HR Ticketing System for Employees to Log HR Issues
- Provide Manager Learning and Development
- Initiate Inaugural Cultural Leadership Academy to Enhance Leadership Skills

ENHANCE
THE EMPLOYEE EXPERIENCE AT CWI

- Create a Meaningful New Employee Integration Experience
- Review and Revise the Employee Relations Experience
- Revamp the Onboarding Process for New Managers

CWI HUMAN RESOURCES

INCREASED
TRANSPARENCY AND EMPLOYEE COMMUNICATION

- Facilitate Culture Work Group 3.0
- Create an Internal Strategy to More Effectively Communicate Information to Employees
- Meet with all Areas on Campus to Partner on HR Initiatives
- Enhance HR's SharePoint Pages to Better Communicate Important Information

What’s In Motion

- **<u>Compensation Framework</u>**
- Performance Reviews

Compensation Framework

COMPENSATION FRAMEWORK

One Framework. Consistent Decisions. Fair and Transparent.

COMPENSATION NEED IDENTIFIED → WHICH COMPENSATION TOOL SOLVES THE NEED?

RECLASSIFICATION

The duties, responsibilities or scope of the position have changed.

- Annual Process
- Vacancy
- Reorganization

MOVEMENT IN PAY GRADE

Recognizes sustained growth and contribution within an employee's current role when the position no longer warrants the same placement within its pay grade, but does not meet the criteria for a reclassification.

CEC / PERFORMANCE

Annual compensation increase based on consistent performance and contributions.

- Annual

MARKET ADJUSTMENT

Adjustments made to remain competitive with external market conditions.

- Every 2–3 Years
- PC Review

COMPRESSION

Institution-wide adjustments that address internal salary compression resulting from market movement or vacancy-related salary changes.

- At Time of Vacancy Fill
- Campus Review Every 3 Years

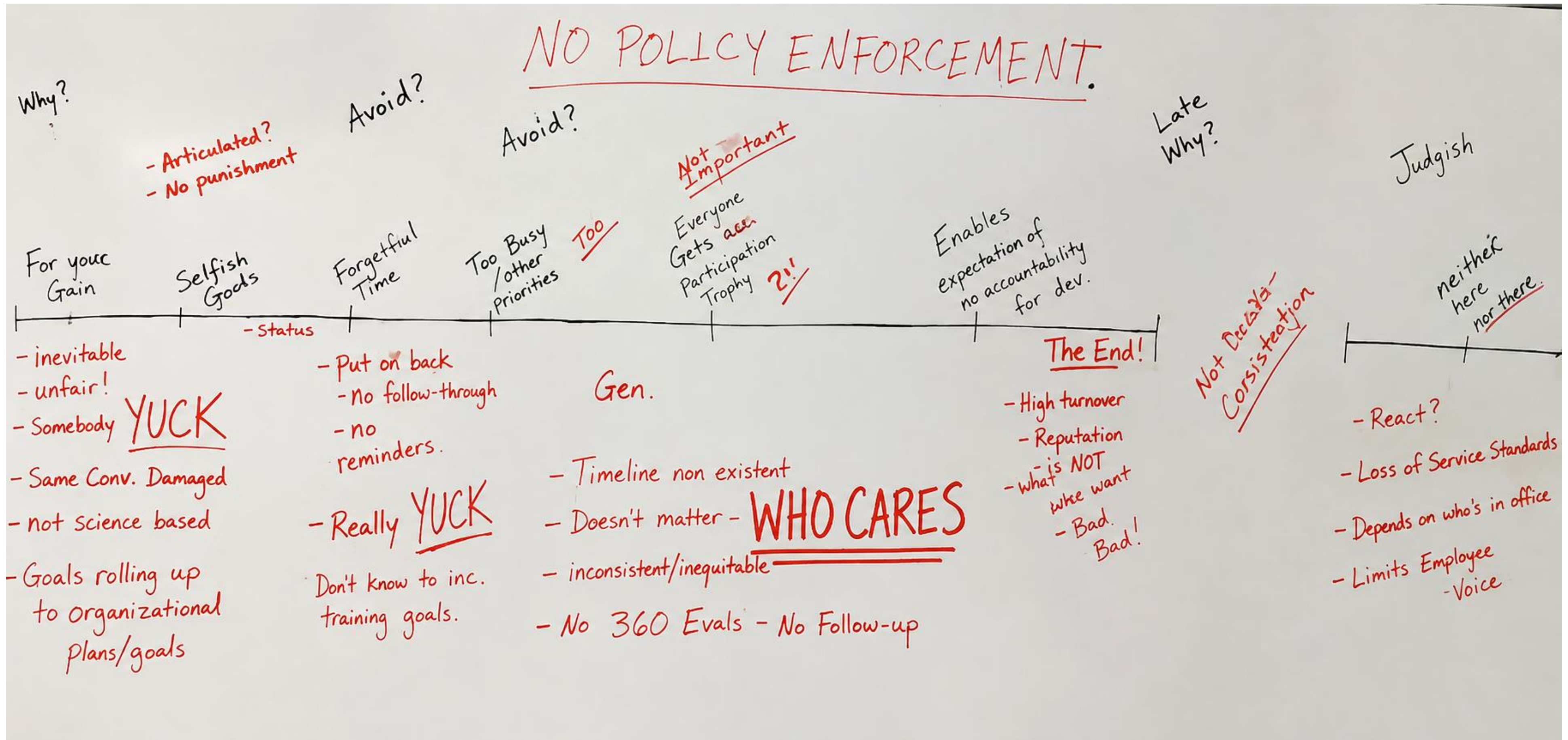
	Reclassification	Movement in Pay Grade	CEC / Performance	Market Adjustment	Compression
TIMING	• Annual Process (with Performance Review) • Vacancy • Reorganization	As Needed (Based on Performance and Eligibility)	Annual (Cycle aligned with Performance Review)	Every 2–3 Years (Institution-wide review cycle)	At Time of Vacancy Fill + Campus Review Every 3 Years (Institution-wide review)
GOVERNANCE	PC Member Approval (Exception: Positions at or above Executive Director level go to President's Cabinet)	PC Member Approval	President's Cabinet Approval	President's Cabinet Discussion & Approval	President's Cabinet Discussion & Approval
BUDGET STRATEGY	Funded through Departmental Budget or Budget Transfer	Funded through Departmental Budget or Budget Transfer	Funded through Annual Compensation Allocation (determined by President's Cabinet)	To be determined by President's Cabinet (institution-wide investment strategy)	To be determined by President's Cabinet (institution-wide investment strategy)

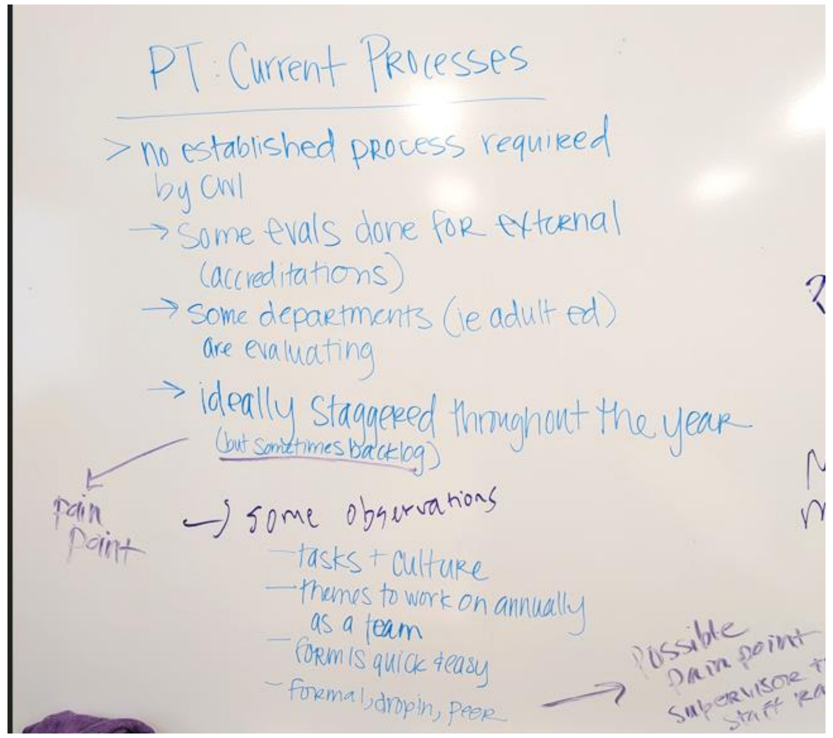
What's In Motion

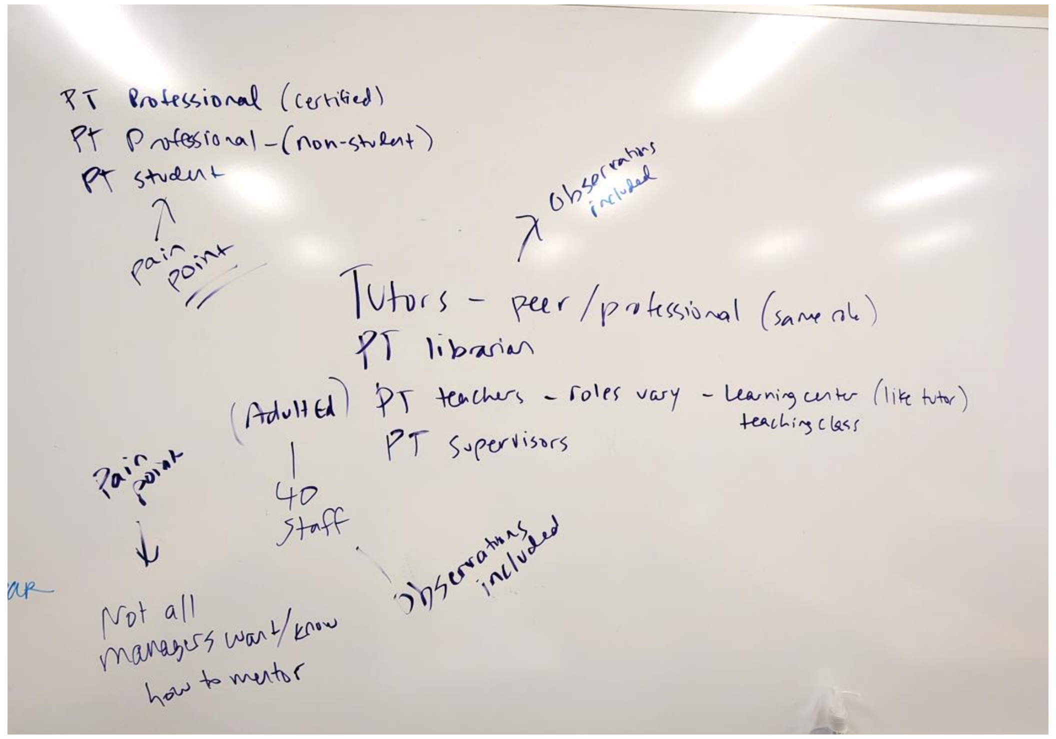
- Compensation Framework
- **<u>Performance Reviews</u>**

We heard...

- NWCCU Mid-Cycle Evaluation (October 5 and 6, 2026)
- Inconsistent
- Not Meaningful
- Just Checking a Box
- Part-Time Staff Not Provided an Opportunity







Built By Employees. Guided By Our Values. Designed for Growth.

What We Built Together

Employee voice shaped every step of our new Staff Performance Evaluation Process.

1. **Listening Tour**
   We listened to employees across campus.
2. **Culture Workgroups**
   Workgroups explored themes and identified priorities.
3. **Design Sprint**
   Together we co-designed solutions.
4. **Process Design**
   We refined and built the revised process.
5. **Prepare for Launch**
   Testing, training, and resources to set everyone up for success.
6. **Launch & Grow Together**
   We launch, learn, and continue improving—together.

What's New and What's Not?

Built By Employees. Guided By Our Values. Designed for Growth.

CWI HUMAN RESOURCES

Part-Time Employees Now Included

Opportunity for part-time employees to be included.

WHAT'S NEW

Enhancements designed to create better conversations and support your growth.

1. **FLEXIBLE GOALS**

   Alignment to Strategic, Departmental/Unit or Personal.

2. **MID-YEAR CHECK-IN**

   A dedicated time to review progress and adjust as needed.

3. **SELF-REFLECTION**

   Your opportunity to reflect on achievements, challenges, and growth.

4. **GROWTH & DEVELOPMENT PLANNING**

   Focused conversations about your future, skills, and career development.

5. **POSITION DESCRIPTION REVIEW**

   A collaborative review to ensure your role reflects your work and impact.

6. **UPWARD FEEDBACK PILOT**

   A new opportunity in select areas to share feedback on leadership and teamwork.

What Isn't Changing?

The expectations haven't changed. We've improved the way we talk about them.

Expectations for good performance and respectful conduct.

Managers will continue providing coaching throughout the year.

Employees will continue setting goals in collaboration with their manager.

This Isn't About the Form

It is about people, growth and meaningful conversations.

It's NOT...

Checking a box
The goal isn't simply to complete another annual requirement.

Only an end-of-year conversation
Performance discussions shouldn't happen just once a year.

A process owned by HR
Great performance management happens between managers and employees.

Focused only on evaluating the past
The conversation should look forward as much as it looks back.

It Is...

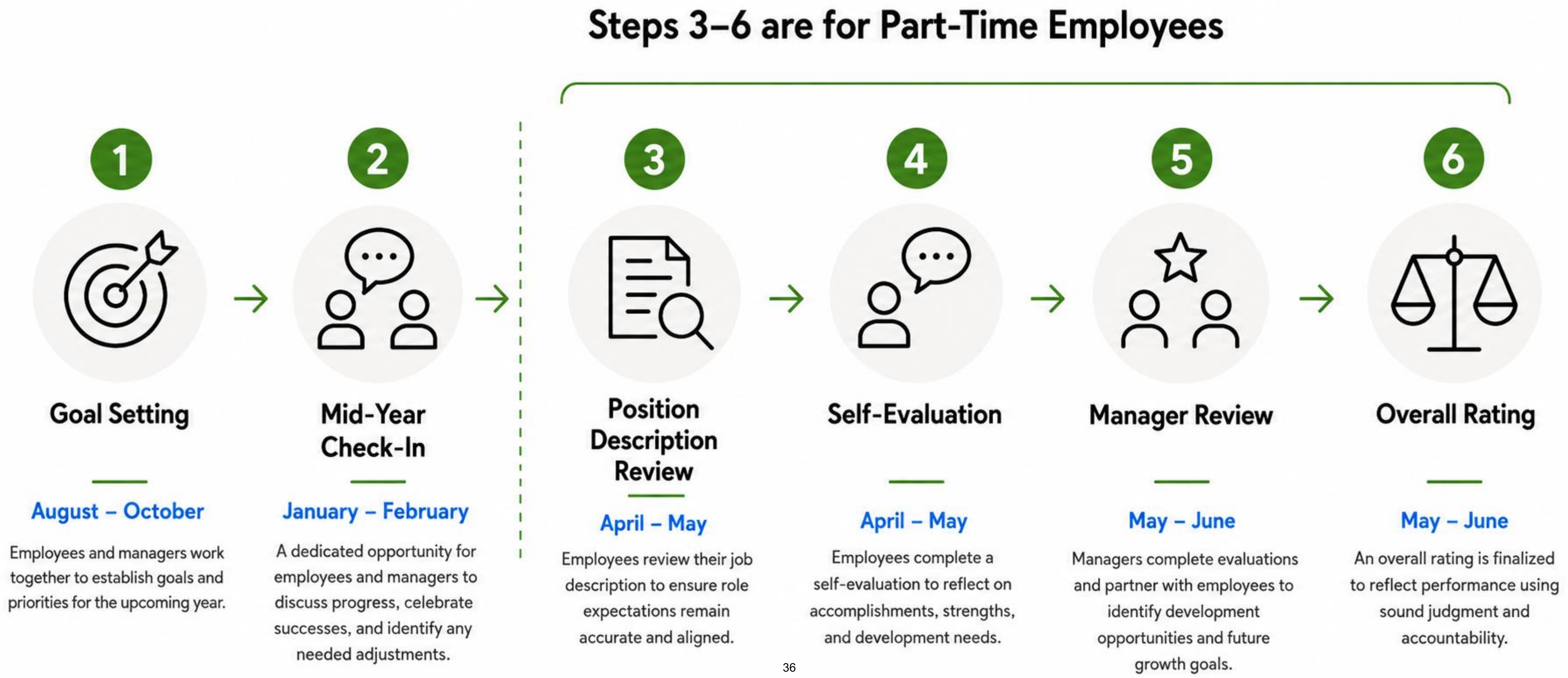
Creating clear expectations
So employees understand what success looks like.

Building a culture of feedback
Through ongoing coaching and meaningful conversations.

Supporting employee growth
By recognizing accomplishments and identifying development opportunities.

Strengthening our culture
By reinforcing CWI Values and aligning individual work with College goals.

Annual Performance Cycle



Feedback and Questions?

CWI COLLEGE OF WESTERN IDAHO

Employer Partnerships and Workforce Development

Division Overview

September 10, 2026

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

Assistant Vice President
Trevi Hardy

- Executive Director, PACT — Autumn Braase
- Director, Operations — Glenn Karn
- Director, Community Health and EMS — Melissa Shinn
- Director, Trades Apprenticeships — Marc Swinney
- Director, Construction & Transportation — TBD

COLLEGE OF WESTERN IDAHO

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

Employer Solutions

- Custom Training
- Contract Training
- Employer-specific Solutions

Community Health and EMS

- Certified Nurse Assistant
- Emergency Medical Technician
- Phlebotomy

Apprenticeships & Skilled Trades

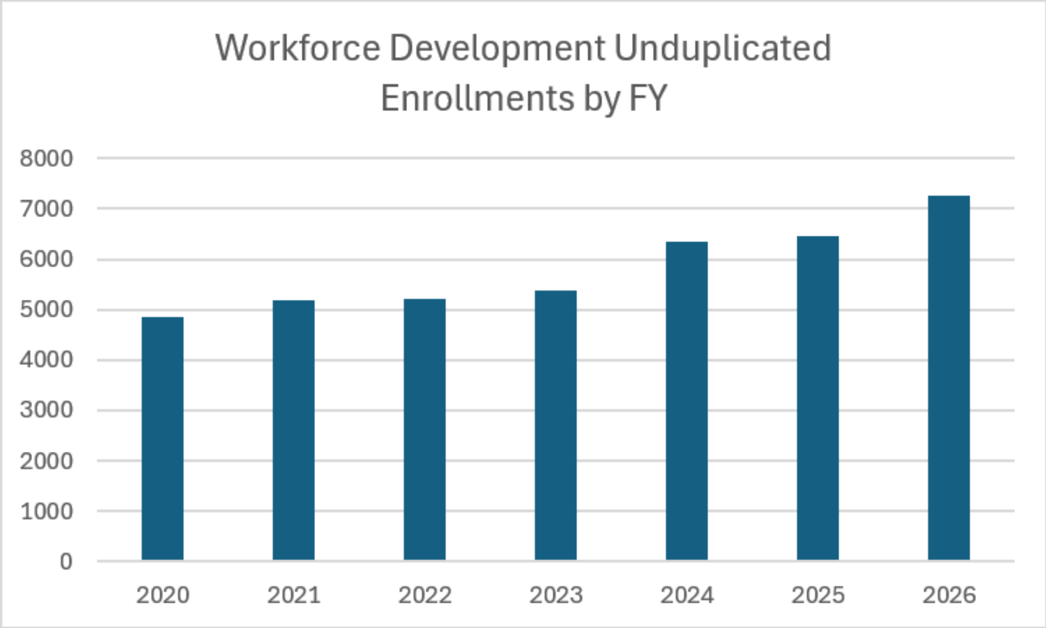
- Electrical, HVAC and Plumbing
- Welding
- Transportation
- Construction

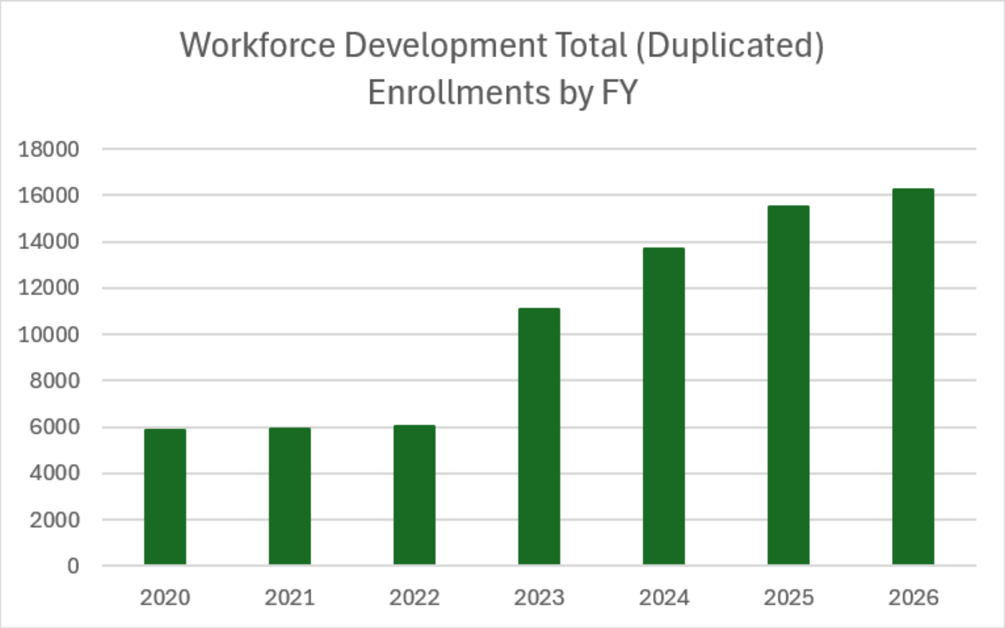
We deliver non-credit workforce education and training solutions for students, workers, and employers.

COLLEGE OF WESTERN IDAHO

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

FY26: A Record Year for Enrollments





7,258 Unduplicated Enrollments

16,231 Total Enrollments

COLLEGE OF WESTERN IDAHO

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

FY26 Successful Completion Rate = 85.5% (Preliminary)

Measuring Retention and Success:

This metric includes *all* enrolled students, so it measures both persistence through the course and successful completion.

EMPLOYER PARTNERSHIPS & WORKFORCE

The Division contributed **$1,846,597** in surplus revenue to CWI in FY26.

1. Electrical Apprenticeship
2. Plumbing
3. HVAC Apprenticeship
4. Certified Nurse Assistant

Highest Performing Cost Centers by Enrollment and Revenue

Preliminary FY26 Balance			
Revenue	Expense	Funds Transfer	Revenue Contribution
$5,346,711	$3,505,846*	$5,732	$1,846,597

*Expenses include $501,031 in support for the Work-based Learning Center, bringing revenue contribution to $2.3 million.

EMPLOYER PARTNERSHIPS & WORKFORCE

FY26 Highlights

Operations

- Optimized web registration for students
- Supported more than 16K course enrollments

Professional and Custom Training (PACT)

- Expanded custom training leveraging JKAF
- Re-org to include business and tech offerings

Trades

- Record apprenticeship enrollments
- Received 500K CHIPS apprenticeship grant

Health

- Innovative rural health partnership piloted in McCall
- Rural Health Transformation Project

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

Looking Ahead….

Lead: CWI is the workforce backbone of Region three.

Align: CWI aligns industry needs, student opportunity, and educational pathways.

Scale: CWI will meet employer demand at scale for students to achieve meaningful career outcomes.

FY27 Projects

- Director of Construction and Transportation programs
- CHIPS 500K grant to scale apprenticeships
- Truck Driving Program launch
- Construction Program needs assessment and Construction Foundations launch
- Scale JKAF investments
- Launch Rural Health Transformation project – 550K

COLLEGE OF WESTERN IDAHO

EMPLOYER PARTNERSHIPS & WORKFORCE DEVELOPMENT

"Our Upskilling Welding Program, in partnership with CWI, is about creating opportunities for our employees while building the skilled workforce MCG needs for the future...we're building a culture of continuous learning that helps make Mission Critical Group an employer of choice and supports long-term success for both our employees and our business."

- Matthew Thomsen, Sr. Manager Worforce Development & Ed Partnerships, Mission Critical Group

KIVI: Mission Critical Group, CWI create customized welding program for employees

COLLEGE OF WESTERN IDAHO

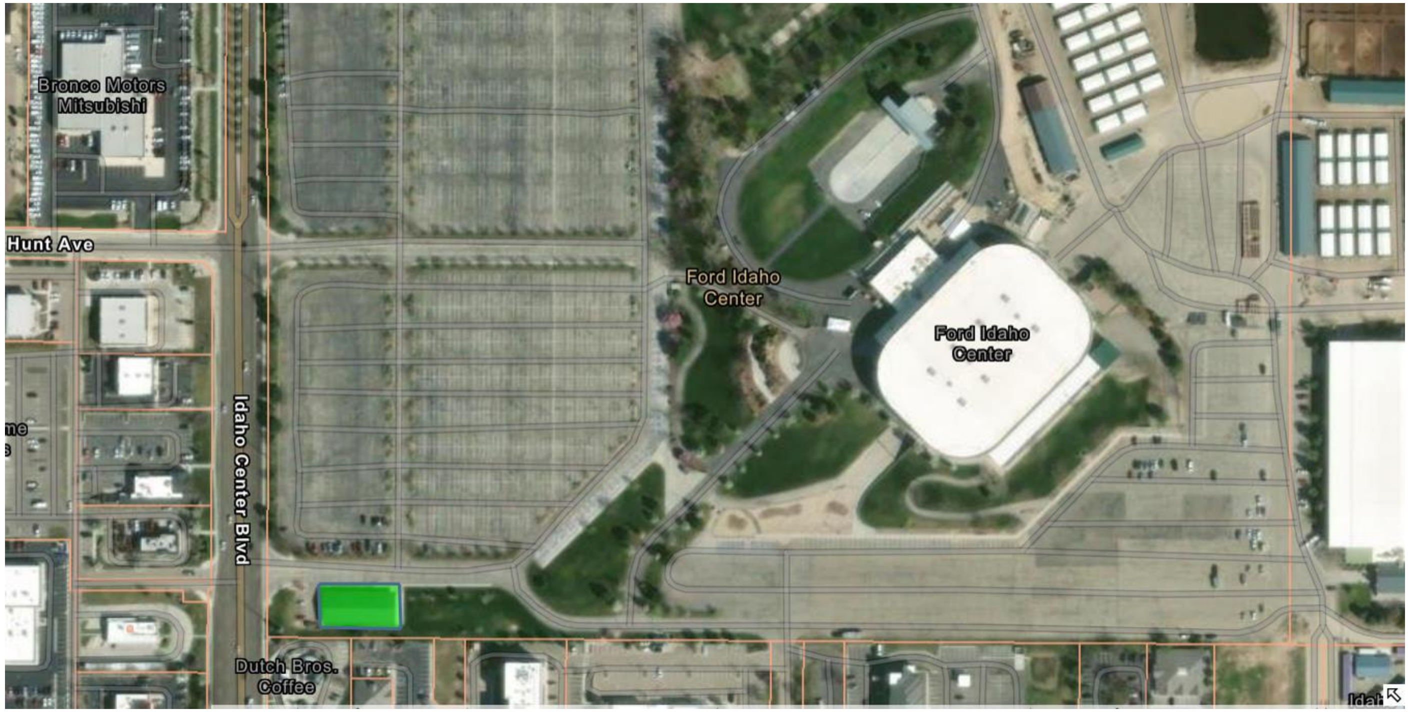
Ford Idaho Center Ticket Office Lease

CWI Board of Trustees

September 10, 2026

LEASE TO SNAKE RIVER STAMPEDE

- Condition of Conveyance Agreement with City of Nampa
- 99-Year Lease
- Snake River Stampede office use



DRAFT

LONG TERM LEASE OF TICKET OFFICE AT FORD IDAHO CENTER

Between

The College of Western Idaho

And

The Snake River Stampede

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FORD IDAHO CENTER TICKET OFFICE LEASE

This lease agreement (this "**Lease**") is made and entered into by and between Owner and Tenant, and includes the Basic Lease Terms, and all exhibits attached hereto or incorporated herein. This Lease is created pursuant to the City of Nampa and College of Western Use Agreement effective December 4, 2025.

December 4, 2025, the CWI Board of Trustees accepted conveyance of the Ford Idaho Center to the College of Western Idaho, pursuant to an Advisory and Use Agreement that conditioned the conveyance on acceptance of several terms, including CWI agreeing to provide a Ninety-Nine (99) year lease to the Snake River Stampede for use of the Ford Idaho Center Ticketing Office at a set annual rent of fifty ($50) per year.

The Snake River Stampede provides an important community event open to the residents of Nampa during each summer season in the form of the Snake River Stampede Rodeo. An important public purpose of this Lease is to provide public support to the continuing tradition of the Snake River Stampede Rodeo and the Parties acknowledge that consideration for this Lease includes these important non-monetary public benefits to the local community and specific lease requirements pursuant to the Advisory and Use Agreement.

1. BASIC LEASE TERMS

This Section 1 sets forth certain Basic Lease Terms of this Lease ("**Basic Lease Terms**"). The Basic Lease Terms are to be read in conjunction with the other provisions of this Lease; provided, however, to the extent of any inconsistency between the Basic Lease Terms and the other provisions of this Lease, the Basic Lease Terms will control. The capitalized words or phrases used in the Basic Lease Terms will constitute defined terms for purposes of this Lease. This Lease is intended to be a net lease to Owner, whereby Tenant shall bear all costs and expenses relating to the Premises and the Assigned Leases, except for Owner Operating Expenses.

1.1	**Owner**	College of Western Idaho ("CWI")
1.2	**Tenant**	Nampa Harvest Festival doing business as The Snake River Stampede ("SRS") a duly organized and valid non-profit in the State of Idaho.
1.3	**FIC Building**	The FIC Building commonly known as the Ford Idaho Center ("FIC") Ticket Building located at 16200 Idaho Center Blvd, Nampa, Idaho.
1.4	**Premises**	The premises will include all space within the FIC Building, including the offices ("Offices") and common space ("Common Area").
1.5	**Rentable Area of Premises**	All space and offices within FIC Building comprise the rentable area.
1.6	**Address of Premises**	16200 Idaho Center Blvd, Nampa, Idaho
1.7	**Permitted Use**	Tenant may use FIC Building for the following purposes: SRS General office work, ticket sales and promotion and administrative purposes and storage. Any additional use must be approved in a writing signed by both Parties prior to such additional uses.
1.8	**Term**	Ninety-nine (99) years from Effective Date unless terminated prior to that time pursuant to this Lease.
1.9	**Effective Date**	This Lease is effective on the date of the last signature when signed by both Parties ("Effective Date").

1.10	**Termination**	This Lease may be terminated during the Term if Tenant breaches this Lease and fails to cure such breach within thirty (30) days following receipt of written notice from Owner of such breach. This Lease may be terminated upon a mutual written agreement signed by each Party.
1.11	**Rent Commencement Date**	The first day of the month after of the Effective Date the first payment of annual Rent payment for the first year shall be due.
1.12	**Tenant Operating Expenses**	Tenant shall be solely responsible for payment of all FIC Building operating expenses, which shall include taxes, property taxes, insurance, management fees, repairs, utilities, HVAC, janitorial services, security and landscaping on and around the FIC Ticket Building, and shall also include the cost of the interior office's maintenance, phone, data, and other tenant-specific services, including but not limited to, water, sewer, trash, recycling, natural gas, and electricity for FIC Building
1.13	**Rent**	Tenant shall pay to Owner fifty dollars ($50) per year during the Term of this Lease as Rent and is not inclusive of Tenant Operating Expenses.
1.14	**Owner Operating Expense**	Owner Operating Expense includes the cost of all structural repairs and replacements to the FIC Building, the roof, building exterior, pavement, and other items of a capital nature amortized in accordance with Generally Accepted Accounting Principles ("GAAP"). For avoidance of doubt, Owner shall be responsible for the FIC Building's exterior, including exteriors of windows and walls. Owner Operating Expenses exclude any services, utilities, routine maintenance, or operational expenses, connected with Tenant's Permitted Use, which shall be understood as Tenant Operating Expenses.
1.15	**FIC Building Improvements**	Any additional improvements to be made to the FIC Building shall be the sole responsibility of Tenant ("Tenant Work"). Any Tenant Work requires prior written approval by Owner, and may include Owner's approval of Tenant's architect, designer, and contractor(s). Such approval will be determined within thirty (30) days of such request for approval.
1.16	**Tenant Responsibility**	Tenant shall be solely responsible for all licensing, operation, repair, improvement, and replacement of property related to or within Office.
1.17	**Tenant Access**	Tenant and its employees will be allowed access to the Office and the Parking Area twenty-four (24) hours a day, seven (7) days a week.
1.18	**FIC Building Security**	Owner or Owner's representative shall be responsible for maintenance provision of general security at FIC site during business hours.
1.19	**Payment and Notices**	Owner's Address for Notices and Payment of Rent: CWI Business Office 5500 E. Opportunity Dr. Nampa, ID 83687

1.20 **Exhibits** The following Exhibits are part of this Lease:

Exhibit A: Designated Parking Area for FIC Building ("Parking Area")

2. **LEASE TERMS.**

2.1 **Signage**. Tenant will be permitted to install signage in Office in accordance with applicable law, which signage will be subject to Owner's written approval, which approval will not be unreasonably withheld, conditioned, or delayed. Tenant will be responsible for all costs associated with the permitting, procurement, installation, maintenance, and removal of Tenant's signage. Tenant will have the right to place or maintain on the exterior of any window or in any windows of the Premises any additional sign, banner, awning, advertising matter, or other thing of any kind with prior approval by Owner in writing. Tenant will be entitled to display its name on the office tenant directory and on the door of the Office. Owner reserves right to designate one window display for its own use.

2.2 **Parking**. Tenant will have reasonable use of at least eight (8) parking spaces for use of Tenant in and around FIC Building in area designated in Exhibit A, which is incorporated by reference into this Lease.

2.3 **Premises Improvements**. Owner is providing the FIC Building "as-is." Tenant will be solely responsible for any compatibility, upgrades, and cabling required for the Permitted Use, and Owner's written approval will be required prior to any work on tenant improvements.

STANDARD LEASE TERMS

3. **PREMISES/TENANT IMPROVEMENTS**

3.1 **Premises**. The "**Premises**" consists of the FIC Building together with Tenant's rights to use these areas as set forth in this Lease. Owner hereby leases the Premises to Tenant, and Tenant leases the Premises from Owner, on the terms of this Lease, but reserving to Owner, the use of the exterior thereof, all space above any suspended ceiling, all space beneath the floor, and the right to install, maintain, use, repair, relocate and replace stacks, pipes, ducts, conduits, wire and utilities leading through the Premises, so long as such reserved rights do not materially interfere with Tenant's use or enjoyment of the Premises.

3.2 **Delivery and Acceptance of Condition**. Owner will deliver the Premises to Tenant on October 1, 2026 ("Term Commencement Date"). Tenant accepts the Premises in "AS IS" condition as of the Term Commencement Date. Tenant (a) acknowledges that Owner will not be required to make any improvements to the FIC Building, Premises or Parking Area; and (b) warrants to Owner that Tenant has made its own inspection of and inquiry regarding the condition and proposed use of the Premises and Parking Area.

3.3 **Suitability**. Tenant acknowledges that neither Owner nor any agent of Owner has made any representation or warranty to Tenant or provided any assurances to Tenant with respect to the Premises, including: (i) the suitability of the Premises for the conduct of Tenant's business; (ii) that any tenants or uses shown on site plans or marketing materials for the FIC Building will be occupying or operating in the FIC Building, now or in the future; (iii) any expected level of customer traffic in or near the FIC Building, now or in the future; and/or (iv) any governmental requirements related to the use of the Premises.

4. **LEASE TERM**

4.1 **Effective Date**. Notwithstanding that the Term Commencement Date and Rent Commencement Date will occur in the future; the parties agree that this is a fully binding and enforceable agreement from and after the Effective Date.

4.2 **Term**. The Initial Term of this Lease will commence on the Term Commencement Date and will be for the number of full Lease Years set forth in the Basic Lease Terms.

5. **RENT AND TENANT OPERATING EXPENSES**

5.1 **Rent and Tenant Operating Expenses**. Commencing on the Rent Commencement Date and continuing on the second day of each year through the Term, Tenant will pay Owner the Rent stated in the Basic Lease Terms, in advance, without offset, deduction or demand. The Rent will be paid to the address specified by Owner from time to time. All other charges payable by Tenant under this Lease are collectively referred to in this Lease as Tenant Operating Expenses Owner will have all of the same remedies for Tenant's failure to pay Tenant Operating Costs as for failure to pay Rent.

Tenant Operating Expenses include all service defined at Section 1.12 and are inclusive of all services within the FIC Building. Tenant shall be responsible for services within the Premises, Office maintenance, phone, data, and other tenant specific services. Tenant shall make payment of Tenant Operating Expenses to Owner by the fifteenth day of each month during the Term of this Agreement or Tenant shall pay directly to supplier of services as agreed by the Parties.

Owner shall be responsible for the cost of all structural repairs and replacements to the FIC Building, the roof, building exterior, pavement and other items of a capital nature, which costs may be included in the Owner Operating Expenses and amortized in accordance with GAAP.

5.2 **Increases**. Tenant Operating Expenses may increase during the Term of the Lease but there shall be no increase in the Rent during the Term of this Lease.

5.3 **Late Charges; Default Interest**. If Owner does not receive: (1) annual installment of Rent due and payable under this Lease within five (5) business days after its due date; or monthly Tenant Operating Expenses within five (5) business days after its due date, then Tenant will pay to Owner a late charge equal to twenty-five dollars ($25) ("**Late Charge**"). Acceptance of a Late Charge and/or Default Interest will not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Owner from exercising any other rights or remedies granted hereunder. No payment by Tenant of an amount less than that due will be construed other than as a partial payment nor will any endorsement or statement on the check or letter accompanying the payment be deemed to create accord and satisfaction.

6. **SERVICES**

6.1 **Services**. Owner will maintain the FIC Building and Parking Area in good order and condition. Owner will always furnish the Premises and Parking Area with electricity for lighting service. Owner will furnish the Premises with normal and customary heating and air conditioning ("Building Systems") for general office uses. Owner will wash the exterior of windows with reasonable frequency. Owner's operation, maintenance, and control of Building Systems are undertaken solely for the benefit of Tenant and not for the benefit of any subtenant, transferee or third-party.

6.2 **Utilities**. From and after the Term Commencement Date and continuing during the Term, Owner will provide and Tenant shall pay for the following Tenant Operating Expenses: all water, sewer, trash, recycling to the extent as provided by the Waste Disposal Contractor, natural gas, and electricity for the Premises. Tenant will pay directly to the appropriate supplier, the cost of telephone, cable, internet, broadband, and any other services desired by Tenant for the Premises. Owner and Tenant will use best efforts to dispose of trash in a manner that minimizes odors, stains, and other objectionable nuisances. In addition, Owner may impose rules from time to time to reduce any adverse impact of Tenant's trash containers and/or disposal.

6.3 **No Landlord Services to Occupants.** Owner's maintenance of Building Systems is performed solely in its capacity as owner of the FIC Building and not as a landlord to any subtenant or occupant or transferee. Notwithstanding anything to the contrary in this Lease, Owner shall have no obligation to provide services directly to any subtenant, occupant, or third party. All services necessary for the occupancy and use of the Premises shall be deemed provided by Tenant in its capacity as operator and landlord of the Premises and the Assigned Leases. All services provided through Owner's operation of building systems shall be deemed provided by Tenant to occupants.

6.4 **Tenant Responsibility.** Tenant shall be solely responsible for ensuring that all services required for occupancy are provided to all occupants, whether such services are performed by Tenant directly or are made available through Owner's operation of Base Building Systems. Tenant shall be solely responsible for all operational services within the Premises, including janitorial services, interior maintenance, utilities consumed within the Premises, and all day-to-day operational functions.

6.5 **Reimbursement**. To the extent Owner incurs costs in operating, maintaining, or repairing Building Systems or providing any services to the Premises, such costs shall be reimbursed in full by Tenant as Tenant Operating Expenses.

7. **USE AND OPERATIONS**

7.1 **Permitted Uses**. Subject to compliance with all governmental requirements and compliance with any restrictive covenants of record as of the Effective Date affecting the Property, Tenant covenants and agrees to use and occupy the Premises only for the Permitted Use set forth in the Basic Lease Terms, and for no other purpose whatsoever, without Owner's consent (which consent may be withheld in Owner's sole discretion) and Tenant shall actively occupy Premises throughout the Term of the Lease.

7.2 **Storage, Stock, and Deliveries**. Tenant will store all trash, recycling, and refuse in the place and manner reasonably specified by Owner. Tenant will receive and deliver goods and merchandise only at the times and in the manner and areas designated by Owner from time to time (which will be during normal business hours).

7.3 **Actions that Injure the FIC Building or the Premises**. Tenant will not cause or permit the Premises to be used in any way which (a) violates any applicable laws; (b) annoys or interferes with the rights of other tenants or occupants of the FIC Building; or (c) adversely impacts Owner's insurance ratings. Tenant will not, at any time, be permitted to hold a "fire" sale, "going out of business" sale, "lost our lease" sale, bankruptcy sale, or similar sale.

7.4 **Contract Services**. Tenant will cause all contractors employed by Tenant to provide repairs, maintenance, or other services to the Premises to maintain workmen's compensation insurance and commercial general liability insurance in amounts designated by Owner from time to time. The insurance will name Owner as an additional insured. Any contractors selected by Tenant to perform repairs and maintenance on the Premises and the components thereof will be subject to Owner's approval, not to be unreasonably withheld, conditioned, or delayed.

7.5 **Access to Roof**. Tenant will not, and will not permit any employee, contractor, or guest onto the roof of any FIC Building(s) in the FIC Building or into any other areas of the FIC Building without the presence of Owner or Owner's representative or agent.

7.6 **FIC Building Penetrations**. Tenant will not make any penetrations in the roof, walls, floor slab, foundations, or exterior of the FIC Building whatsoever, nor will Tenant be permitted to attach satellites or other equipment to any portion of the exterior or roof of the FIC Building.

7.7 **Hazardous Substance**.

7.7.1 **Definitions**. For purposes of this <u>Section 7.7</u>, the term "**Hazardous Substances**" will mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product, or substance, including asbestos, polychlorinated biphenyl, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, remediation, or handling of which is prohibited, controlled, or regulated by any Environmental Law (except for normal quantities of standard cleaning or office supplies and ordinary petroleum products in automobiles), and the term "**Environmental Laws**" will mean any federal, state, regional, county, or local governmental statute, law, regulation, ordinance, order, or code or any consent decree, judgment, permit, license, code, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health, or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including regulation of releases and disposals to air, land, water, and groundwater).

7.7.2 **Tenant Covenants**. Tenant covenants and agrees that Tenant (i) will not cause or permit any Hazardous Substances to be generated, produced, brought upon, used, stored, treated, released, discharged, or disposed of in or about the Premises, the Parking Area, or the FIC Building by Tenant or Tenant Parties; (ii) will comply with all Environmental Laws; (iii) will promptly notify Owner, in writing, if Tenant has or acquires notice or knowledge that any Hazardous Substances has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises; and (iv) if any Hazardous Substances are discharged, released or disposed of by Tenant or any Tenant Party, Tenant will immediately take any action as is necessary to detain the spread of, remove, and dispose of all Hazardous Substances to the complete satisfaction of Owner and in compliance with all Environmental Laws, at Tenant's own cost and expense. Notwithstanding the foregoing,

7.7.3 **Tenant Indemnity**. Tenant agrees to indemnify, defend, and hold Owner and Owner Parties free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (excluding consequential damages), disbursements, or expenses of any kind (including reasonable attorneys' fees and costs incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Owner or any Owner's Party in connection with or arising from or out of any Hazardous Substances released, discharged, or disposed of by Tenant on, in, under, or affecting all or any portion of the Premises, or any claim or action arising from a breach of Tenant's covenants set forth in Section 7.7.2 above. The provisions of this Section will be in addition to any and all obligations and liabilities Tenant may have to Owner at common law and will survive the expiration of the Lease Term or earlier termination of this Lease.

7.8 **Data Services**.

7.8.1 **Tenant**. Tenant acknowledges that as of the Effective Date, Tenant is accepting the Premises "as is," and Tenant, at its expense, will arrange for any additional telecommunications and data services ("**Data Services**") for the Premises, including wire and cables, and for the removal thereof upon termination of this Lease, unless otherwise agreed in writing by Owner. Though Owner consents to Tenant bringing in direct internet to the Premises that is not a shared connection between other tenants in the FIC Building, and to upgrades that do not affect the FIC Building structure or affect or interrupt the services of other tenants, Owner will have no responsibility for the maintenance or removal of Tenant's Data Services and/or wiring or cabling ("**Data Facilities**"), or for any infrastructure to which it is connected. Owner may charge Tenant for any costs attributable to the Premises in connection with: constructing and/or installing additional risers, conduit, or equipment rooms to accommodate Tenant's Data Facilities; providing cable pair assignments; computer equipment and/or software for maintaining records of line connections; third party cable management fees; fees of any consulting engineers or other experts Owner deems appropriate for the effective management of Data Facilities or Tenant's compliance with this subsection.

7.8.2 **Data Claims**. Owner will have no obligation or liability for any liability, costs, or damages in connection with Tenant's Data Facilities or the lines and cables located outside of the Premises, including (collectively, "**Line Problems**"): (a) any shortages, failures, variations, interruption, disconnection, loss, or damage caused by (i) the installation, maintenance, replacement, use, or removal of telecommunication and data equipment and/or wiring by other tenants or occupants at the FIC Building; (ii) any failure of the environmental conditions or the power supply for the FIC Building to conform to the requirements for Tenant's Data Services; or (iii) any other problems associated with any of Tenant's Data Facilities by any other cause, except to the extent any of the foregoing are caused by Owner's gross negligence, fraud, or willful misconduct; (b) any failure of any Data Facilities to satisfy Tenant's requirements; or (c) any eavesdropping or wire-tapping by unauthorized parties. The occurrence of any Line Problems will not be considered an actual or constructive eviction of Tenant or relieve Tenant from performance of Tenant's obligations under this Lease.

7.8.3 **Alternative Provider**. If Tenant wishes a telecommunications and data provider other than the data provider currently servicing the FIC Building (an "**Alternate Provider**"), Tenant will notify Owner of the name of the Alternate Provider, the type of service to be provided, the equipment Alternate Provider wishes to install in the FIC Building, and any other information that Owner reasonably requests. No Alternate Provider may install any equipment in the FIC Building until Owner has given its express written approval of the Alternate Provider's installation plans. As a condition of its approval, Owner may require that Tenant cause the Alternate Provider to satisfy each the following conditions: (a) the Alternate Provider enters into a written agreement reasonably satisfactory to Owner regarding the terms and conditions of the Alternate Provider's access to the FIC Building; (b) Owner will incur no expense, including installation, maintenance, and service for the Alternate Provider's services or equipment; (c) Owner's right to approve the location, plans, and installation and removal upon termination of this Lease of all equipment and wiring for its Data Facilities; (d) before commencing any work in or about the FIC Building, the Alternate Provider (1) supplies Owner with indemnities, evidence of insurance, financial statements, and other information Owner deems reasonably necessary; and (2) agrees to abide by rules Owner deems reasonably necessary to protect the FIC Building and the interests of the other tenants; (e) Owner has reasonably determined that there is sufficient roof, riser, conduit, and/or equipment space for the Alternate Provider's Data Facilities, including wiring and cabling, considering the current and probable future needs of other tenants and prospective tenants; (f) the Alternate Provider is licensed and qualified to do business in the state where the FIC Building is located and has sufficient experience and financial strength to perform its obligations; and (g) Tenant or the Alternate Provider agrees to compensate Owner in the amount reasonably determined by Owner for the space used in the FIC Building for the Data Facilities, and any costs that Owner may incur related to the Alternate Provider's equipment within the FIC Building. The provisions of this Section may be enforced solely by Tenant and Owner. No telephone or telecommunications provider will be deemed a third-party beneficiary of this Section.

7.9 **Compliance/Permits**. Tenant, at its own expense, will obtain and pay for all permits, and comply with all applicable laws, related to its business, occupancy, and/or use of the Premises. If any alterations to the Premises are required for Tenant's occupancy of the Premises, Tenant is solely responsible for the alterations at Tenant's expense. Owner shall keep and maintain the FIC Building and the Premises in compliance with all applicable governmental rules, laws, statutes, and regulations, including the Americans with Disabilities Act ("**ADA**") as pertains to structural issues and Building Systems.

7.10 **Fire Suppression**. Tenant will not occupy and use the Premises in any manner that will interfere with the operation of the life safety systems for the FIC Building. Owner has the right to access the FIC Building service / fire room inside the Premises for security purposes for maintenance with twenty-four (24) hours' notice, or without notice in the event of an emergency.

8. **MAINTENANCE AND REPAIRS**

8.1 **Owner's Obligations**. Owner will maintain structural and non-structural components of the FIC Building (including the roof, exterior walls, floor slabs, stairwells, structural floor, fire and life safety systems, HVAC system, plumbing system, and electrical system), excluding those in the Premises, and maintain the improvements and elements in the Parking Area.

8.2 **Interruption of Service**. Owner does not warrant that any utilities or services will be free from interruption including by reason of accident, repairs, alterations, computer programming weaknesses, or other causes. No utility interruption will be deemed an eviction or disturbance of Tenant, or render Owner liable to Tenant for damages, or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease.

8.3 **Personal Property**. Any Personal Property belonging to Tenant will be deemed abandoned and will become the property of Owner if not removed within five (5) business days after the expiration or sooner termination of the Term and may, if so elected by Owner, become the property of Owner; provided, however, Owner will have the right to require Tenant to remove all Personal Property from the Premises. Tenant will pay, prior to delinquency, any taxes and assessments that may be assessed or levied against Tenant's Personal Property.

8.4 **Tenant Operational Responsibility.** Tenant shall, at its sole cost and expense, be responsible for all maintenance, repair, operation, and replacement of the Premises and all non-structural components thereof, including all systems serving the Premises, interior improvements, fixtures, equipment, and all other aspects of day-to-day building operations. Tenant's responsibilities shall include ensuring that all Building Systems are properly utilized and that all services necessary for occupancy are effectively delivered to occupants, regardless of whether such systems are controlled or maintained by Owner.

8.5 **Allocation of Responsibility.** As between Owner and Tenant, Tenant shall bear all risk of loss, damage, or liability connected to Tenant's Permitted Use arising from the condition, operation, or performance of the Premises and all building systems affecting occupants, except to the extent arising solely from Owner's gross negligence or willful misconduct in maintaining structural components.

8.6 **No Duty of Owner to Occupants.** Owner's obligations under this Section are owed solely to Tenant and shall not create any duty or obligation on the part of Owner to any subtenant, occupant, or third party.

8.7 **Tenant Duty.** Tenant shall be solely responsible for all landlord obligations to occupants, including maintenance obligations, regardless of whether performance involves coordination with Owner.

8.8 **Tenant and Owner Coordination.** Tenant shall coordinate with Owner as reasonably necessary to facilitate Owner's performance of its obligations under this Section. All requests for maintenance or repair relating to Building Systems shall be submitted by Tenant, and not by any subtenant or occupant.

9. ALTERATIONS

9.1 **Alterations Procedures**. Tenant will not make any structural or non-structural repairs, alterations, improvements, or modifications to the Premises or the FIC Building or Parking Areas without Owner's written consent (which consent will not be unreasonably withheld, conditioned, or delayed), which consent and approval shall include Tenant's architect, designer, and/or contractor(s); provided, however, the placement of art, decorations, boards, screens, and other items customarily placed on walls in office buildings will not be deemed to be an alteration or modification so long as they can be removed without substantial damage to the walls. Owner may condition its consent on various matters, including Tenant agreeing to remove the alterations and repair any resulting damage on Lease termination at Tenant's cost.

9.2 **Mechanic's Lien**. Tenant will have no express or implied authority to place any lien or encumbrance upon, or bind, Owner's interest in the Premises or to burden the Rent under this Lease for any claim in favor of any person dealing with Tenant, including those who furnish materials or perform labor for any construction or repairs, and any claim will attach, if at all, only to Tenant's leasehold interest. Tenant will keep the Premises and the FIC Building free and clear of all mechanic's liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant will indemnify and save Owner free and harmless from and against any claims. If Tenant fails to remove or satisfy any mechanic's lien or claim in connection with work performed by or on behalf of Tenant within fifteen (15) business days after written notice by Owner, Owner will have the right (but not the obligation), in addition to any other rights or remedies of Owner, to cause any lien or claim to be rescinded, discharged, compromised, dismissed, or removed, including posting a bond. Any sums paid by Owner, including reasonable attorneys' fees and bond premiums, will be due and payable to Owner by Tenant upon demand. Tenant will immediately provide written notice to Owner of any lien or claim against the Premises or any action affecting title to the Premises.

9.3 **Condition Upon Surrender**. Upon the expiration or termination of this Lease, Tenant will (a) surrender the Premises to Owner in a broom clean and good condition with all of Tenant's maintenance and repair obligations up to date, except for ordinary wear and tear and damage by casualty; and (b) remove any alterations made by Tenant and to restore the Premises to its prior condition, at Tenant's expense, if foregoing removal and restoration was required by Owner at the time Owner gave its approval for such alterations (unless such removal and restoration is waived by Owner). All alterations which Owner does not require Tenant to remove will become Owner's property and will be surrendered to Owner on termination of the Lease. Tenant may remove any of Tenant's Personal Property that can be removed without damage to the Premises. Tenant will repair, at Tenant's expense, any damage to the Premises caused by the removal of Tenant's Personal Property. Notwithstanding anything in this Section to the contrary, Tenant will not remove any fixtures, or equipment considered a part of the realty without Owner's consent or unless required by Owner, including any wiring; lighting or lighting fixtures; wall coverings; drapes, blinds, or other window coverings; and floor coverings. Data Facilities will not be considered part of the realty and Owner may elect either to require Tenant to remove the Data Facilities and all associated cables or wiring or leave the same in place. All articles of personal property and all business and trade fixtures, machinery and equipment, furniture, and movable partitions owned by Tenant or installed by Tenant at its expense in the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term of the Lease, provided that any damage to the Premises or FIC Building associated with the removal will be repaired by Tenant.

9.4 **Changes to the FIC Building**. Owner will have the right to make changes to the Parking Area and FIC Building from time to time as Owner deems appropriate. Tenant agrees that Owner may re-develop property and the FIC Building's site, which re-development may include adjustments to the direction and flow of traffic in the Parking Area, adjustment of parking stalls in the Parking Area (consistent with Section 2.2), adjustments to landscaping and installation of improvements, as well as designation of a portion of the Parking Area as a public street. Owner will have the right to convert Parking Area to leasable space upon prior written notice to Tenant, and to convert leasable space to Parking Area, from time to time. Owner will have the right to temporarily use portions of the Parking Area while engaged in making additional improvements, repairs or alterations to the FIC Building, so long as the acts do not materially and adversely affect Tenant's rights under this Lease.

9.5 **Other Use of Parking Area**. Owner will have the right (a) to restrict public access to portions of the Parking Area to the extent as may be reasonably necessary to prevent the accrual of any rights of any person or of the public therein ; and (b) to do and perform other acts in, to, and with respect to, the Parking Area and FIC Building as Owner deems appropriate.

10. **INSURANCE/INDEMNITY**

10.1 **Tenant's Insurance**. Tenant, at its cost, will maintain the following insurance on the Premises at all times from and after the Term Commencement Date using insurance companies with an A.M. Best rating of "A – " or better:

10.1.1 Liability insurance coverage as follows:

(a) Commercial general liability insurance policy ("**Tenant's CGL**") (or equivalent ISO form in use from time to time in the state where the FIC Building is located), providing coverage against any and all claims for bodily injury and property damage occurring in or on the Premises and/or arising out of or in any way related to the use, occupancy and maintenance of the Premises, Parking Area or other areas of the FIC Building that Tenant is entitled to use ("**Tenant Areas**") by Tenant and Tenant Parties, and including broad form blanket contractual coverage covering Tenant's obligations under this Lease. Tenant's CGL will have a limit of not less than $1,000,000 per occurrence, with a general aggregate limit of not less than $2,000,000.

(b) Commercial/Business Automobile liability insurance of not less than $1,000,000 combined single limit for both owned and hired/nonowner vehicles.

10.1.2 Property insurance insuring against loss or damage resulting from perils covered by the causes of loss – special form ("**Tenant's Property Insurance**") (or the equivalent ISO form in use from time to time in the state where the FIC Building is located). Tenant's Property Insurance will be written for the full replacement value of all furniture, fixtures, equipment and improvements located or installed by Tenant on the Premises, together with any business interruption coverage as Tenant desires and does not wish to assume the risk for.

10.1.3 All insurance required to be maintained by Tenant will (a) be on an occurrence basis; (b) provide primary coverage and not contributory or excess with Owner's insurance coverage; (c) require thirty (30) days prior notice to the named insured and additional insured of any cancellation or reduction in coverage; (d) be written by responsible insurance companies licensed to do business in the state where the FIC Building is located; and (e) contain a waiver of subrogation with regard to Owner and any additional insureds. The insurance may be provided by a blanket policy covering additional locations. Tenant will provide Owner with evidence of the required insurance, naming Owner as an additional insured on or before the Term Commencement Date.

10.1.4 Owner, upon thirty (30) days prior notice to Tenant, may reasonably change the limits and requirements of the insurance required to be maintain by Tenant to reflect changes in insurance standards and customary requirements for similar commercial or office operations. If Tenant fails to provide the insurance required by this Section 10 within ten (10) business days after the date of written notice from Owner, in addition to any other remedies available for the default, Owner may obtain the insurance and keep the same in force and effect, and Tenant will pay Owner, as Additional Rent, for the cost thereof, plus Default Interest from the date of Owner's payment to the date of Tenant's reimbursement, within ten (10) days after receipt of a billing from Owner.

10.2 **Owner Insurance.** Owner may satisfy insurance obligations through self-insurance or through participation in Idaho Counties Risk Management Plan or equivalent entity.

10.3 **Indemnity.** To the fullest extent permitted by Idaho law, Tenant shall indemnify, defend (with counsel reasonably acceptable to Owner), and hold harmless Owner, the CWI Board of Trustees, the College of Western Idaho, and their respective trustees, officers, employees, agents, representatives, and volunteers (collectively, the "Owner Indemnitees") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or related to the following:

Tenant's use or occupancy of the Premises, the Parking Area, or any portion of the FIC Building; Any act or omission of Tenant or Tenant's officers, directors, members, employees, contractors, agents, invitees, sublicensees, or patrons ("Tenant Parties"); Any breach of this Lease by Tenant or Tenant Parties; Any violation of law (including environmental, safety, accessibility, or licensing laws) by Tenant or Tenant Parties; Any personal injury, bodily injury, death, or property damage occurring in or about the Premises or arising from Tenant's operations or activities; and Any liens, claims, or encumbrances arising out of work performed or materials furnished by or on behalf of Tenant. The provisions of Section 10 shall survive termination of this Lease for any reason.

Nothing in this Lease, including this indemnification provision, shall be construed as a waiver of any governmental, sovereign, statutory, or discretionary immunity, limitation of liability, or defense available to Owner or any Owner Indemnitee under Idaho law, including but not limited to the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. This indemnity shall apply regardless of whether such claims are alleged to be caused in part by an Owner Indemnitee but shall not apply to the extent caused by the gross negligence or willful misconduct of an Owner Indemnitee, as finally determined by a court of competent jurisdiction.

Tenant's indemnity shall expressly include all claims arising from or related to:

(i) the Assigned Leases;
(ii) Tenant's performance as landlord or operator of the Premises;
(iii) any failure to perform landlord obligations under the Assigned Leases from and after the Effective Date.
(iv) any condition, operation, or performance of the Premises or building systems affecting any subtenant, occupant, or third party.

11. ASSIGNMENT AND SUBLETTING

11.1 Assignment of Subleases

Owner hereby assigns to Tenant, and Tenant hereby accepts, effective as of the Effective Date, all of Owner's right, title, and interest in and to any and all leases, licenses, occupancy agreements, or other agreements affecting the Premises or any portion of the FIC Building (collectively, the "Assigned Leases"), to the extent permitted by law and the terms thereof.

11.1.1 Assumption of Obligations

Tenant hereby assumes and agrees to perform, discharge, and satisfy all obligations of Owner as landlord under the Assigned Leases arising from and after the Effective Date. Tenant shall perform all such obligations at its sole cost and expense and shall be solely responsible, as between Owner and Tenant, for all liabilities arising from or related to the Assigned Leases from and after the Effective Date.

11.1.2 Tenant Duties to Transferees

Tenant shall serve as the sole point of contact for all occupants and shall be responsible for addressing all service requests, complaints, and operational issues, including those relating to building systems maintained by Owner. The Parties intend that, from and after the Effective Date, Tenant shall serve as the sole operator and functional landlord of the Premises and the Assigned Leases. Tenant shall bear all economic, operational, and administrative responsibilities associated therewith, except as expressly retained by Owner.

11.1.3 Delegation of Management and Operational Duties.

Owner delegates to Tenant, and Tenant accepts, responsibility for day-to-day management, operation, maintenance, enforcement, and administration of the Premises and the Assigned Leases, including all landlord functions customarily performed in connection therewith

11.1.4 Tenant as Operator; No Agency.

Tenant shall perform its obligations hereunder as an independent contractor and not as the agent of Owner. Nothing herein shall be deemed to create a partnership or agency relationship. Tenant shall have no authority to bind Owner in any respect and shall not represent to any third party that it has such authority.

11.1.5 Retained Rights of Owner.

Notwithstanding the foregoing:
(i) Owner retains fee title to the Premises;
(ii) Owner retains rights necessary to comply with applicable law, public obligations, and financing requirements;
(iii) Owner may require Tenant to enforce Assigned Leases in accordance with this Lease.
(iv) Notwithstanding the foregoing, any services provided by Owner under Section 6 shall be deemed provided for the benefit of Tenant, and the cost thereof shall be reimbursable by Tenant as Tenant Operating Expenses unless expressly stated otherwise. Owner shall have no obligation to provide services to any subtenant or occupant of the Assigned Leases except through Tenant.

11.1.6 Third Party Consent

To the extent consent is required for assignment of any Assigned Lease, the parties shall cooperate in good faith to obtain such consent; provided, however, that Tenant shall bear responsibility for compliance with any restrictions therein.

11.1.7 Form of Assignment

Parties shall execute a separate Assignment and Assumption Agreement in commercially reasonable form consistent with this Section.

11.1.8 Failure to Obtain Consent for Assignment

To the extent any Assigned Lease requires consent for assignment and such consent has not been obtained as of the Effective Date, Owner shall remain the nominal landlord of record solely for purposes of such Assigned Lease; provided, however, that:

(a) Tenant shall perform all landlord obligations with respect thereto on behalf of Owner;

(b) Tenant shall indemnify, defend, and hold Owner harmless from any and all liabilities arising therefrom; and

(c) Tenant shall use commercially reasonable efforts to obtain all required consents.

If any consent cannot be obtained despite commercially reasonable efforts, Tenant shall continue to perform all economic and operational obligations associated with such Assigned Lease as if the assignment were effective.

11.1.9 Tenant Authority for Leases

Tenant shall have sole authority to administer, enforce, amend, and terminate Assigned Leases in the ordinary course of business, subject only to Owner's rights expressly set forth in this Lease. Tenant shall act solely for its own account in connection with all Assigned Leases and subleases, and all third parties shall look solely to Tenant for performance of landlord obligations.

11.1.10 Subleases Pursuant to This Lease

Tenant may sublease all or any portion of the Premises only in accordance with this Lease. All subleases shall:

(a) incorporate applicable provisions of this Lease;

(b) require compliance with all laws and this Lease;

(c) require indemnity and insurance consistent with this Lease; and

(d) be enforced by Tenant as landlord thereunder.

Tenant shall enforce all subleases as if Tenant were the Owner and shall be responsible for all acts and omissions of subtenants.

11.2 **Approval of Sublease.**

Tenant will not assign this Lease or sublet the whole or any part of the Premises (each, a "Transfer" and any assignee or sublessee, a "Transferee") without Owner's prior written consent, which may be granted or withheld in Owner's reasonable discretion, taking into account Owner's status as a public institution and the public purposes of this Lease.

11.3 **Evaluation of Proposed Transfer.**

In evaluating any proposed Transfer, Owner may consider any factors Owner reasonably deems relevant, including without limitation: (a) compatibility of the proposed use with the Permitted Use and public/community purposes described in this Lease; (b) the nature, reputation, and financial condition of the proposed Transferee; (c) compliance with applicable laws and governmental requirements; (d) preservation of Owner's tax-exempt status and avoidance of creation of a taxable possessory interest; and (e) protection of Owner's operations, reputation, and public mission.

Tenant shall submit to Owner, not less than thirty (30) days prior to the proposed effective date of any Transfer, a written request including: (i) the identity and ownership of the proposed Transferee; (ii) the proposed use of the Premises; (iii) the proposed form of assignment or sublease agreement; (iv) financial and operational information reasonably requested by Owner; and (v) any other information reasonably necessary for Owner's review. Owner's consent to any Transfer shall not constitute consent to any subsequent Transfer.

11.4 **No Release**

Tenant shall not be released from any obligations under this Lease by reason of any Transfer, and Tenant shall remain primarily liable for the full performance of all obligations under this Lease. Without limitation, Tenant shall be responsible for all acts and omissions of any Transferee, which shall be deemed the acts and omissions of Tenant for purposes of this Lease.

11.5 **Assignment/Sublease Requirements**

As a condition to Owner's consent, any assignment or sublease shall: (a) be in writing and subject and subordinate to this Lease;
(b) require the Transferee to comply with all applicable terms and conditions of this Lease;
(c) prohibit any further assignment or subletting without Owner's prior written consent;
(d) not conflict with any provision of this Lease or any applicable law; and
(e) be delivered to Owner in fully executed form within ten (10) days after execution.

11.6 **Sublease Flow-Through Obligations**

Each sublease shall incorporate by reference all applicable provisions of this Lease, and shall expressly require the subtenant to comply with all obligations of Tenant under this Lease to the extent applicable to the subleased premises. Tenant shall enforce such provisions against each subtenant as if Tenant were Owner thereunder.

Each sublease shall include, at a minimum, provisions requiring the subtenant to:

(a) maintain insurance meeting the requirements of Section 10, naming Owner as an additional insured;
(b) provide indemnification in favor of Owner consistent with Section 10 of this Lease;
(c) comply with all applicable laws, rules, and Owner's Rules and Regulations;
(d) comply with the Permitted Use restrictions and all limitations on use of the Premises; and
(e) surrender the subleased premises in accordance with this Lease upon expiration or termination.

11.7 **Prohibited Transfers**

Notwithstanding anything to the contrary, Owner may withhold consent in its sole discretion for any Transfer that:

(a) is inconsistent with the public or community purposes of this Lease;
(b) would reasonably be expected to create a taxable possessory interest or jeopardize Owner's tax-exempt status;
(c) would violate any applicable law or governmental requirement;
(d) involves a use that is incompatible with the FIC Building or surrounding uses; or
(e) would reasonably be expected to adversely affect Owner's operations, reputation, or public mission.

11.8 **Economic Terms and Public Benefit**

Tenant shall provide Owner with a copy of all financial terms of any sublease upon request. Tenant shall not enter into any sublease for the purpose of generating profit unless expressly approved in writing by Owner or assigned by Owner.

11.9 **Owner Rights; Audit and Enforcement**

Owner shall have the right, upon reasonable notice, to review all sublease agreements and audit Tenant's records relating to any Transfer for compliance with this Section. If Tenant fails to enforce any provision of a sublease, Owner shall have the right, but not the obligation, to enforce such provisions directly against the subtenant. Owner may revoke consent to a sublease if the subtenant materially violates the terms of this Lease or the approved sublease.

11.10 **No Third-Party Beneficiary Rights**

No tenant, subtenant, or occupant under any Assigned Lease shall be deemed a third-party beneficiary of this Lease, and nothing herein shall create any direct contractual relationship between Owner and any such party, except as required by applicable law.

11.11 **Public Records and Compliance**

Tenant acknowledges that Owner is subject to the Idaho Public Records Act, and any sublease and related documents may be subject to disclosure in accordance with applicable law. Tenant shall require all subtenants to acknowledge the same in writing.

DAMAGE OR DESTRUCTION

12.1 **Damage**. Tenant will notify Owner in writing immediately upon the occurrence of any damage to the Premises. Subject to Section 12.2, if the insurance proceeds available to Owner are sufficient to pay for the necessary repairs, this Lease will remain in effect and Owner will repair the damage to the Premises as soon as is reasonably practicable, and Tenant will repair/replace any damage to Tenant's Personal Property.

12.2 **Decision**. If (i) the insurance proceeds received by Owner are not sufficient to pay the entire cost to repair the Premises; (ii) the cause of the damage is not covered by Owner's insurance; or (iii) Owner considers the damage to the Premises to be significant, then Owner, in its sole discretion, may elect either to (1) repair the damage to the Premises as soon as reasonably practicable, but in no event more than one hundred eighty (180) days from the date of destruction, in which case this Lease will remain in full force and effect, or (2) terminate this Lease. Owner will notify Tenant of Owner's decision within ninety (90) days after notice of the occurrence of the damage. If Owner terminates this Lease under this Section 12.2, Tenant's obligation to pay Rent will terminate as of the date of termination.

12.3 **Termination Right**. If the damage to the Premises occurs during the last twenty-four (24) months of the Lease Term, and the damage requires more than one hundred eighty (180) days to repair, either Owner or Tenant may elect to terminate this Lease as of the date the damage occurred regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease will give written notification to the other party of the election within sixty (60) days after Tenant's notice to Owner of the occurrence of the damage.

12.4 **Damage to FIC Building**. If fifty percent (50%) or more of the FIC Building is damaged or destroyed by fire or other cause, notwithstanding that the Premises have not been damaged or destroyed, then Owner or Tenant will have the right, by written notice delivered to Tenant or Owner, as the case may be, within ninety (90) days after the occurrence, to elect to terminate this Lease in which event all rights and obligations of the parties will terminate and end as of the date of the termination notice, except for the obligation of Tenant to pay Rent and other sums which were due and payable prior to the date of the termination. In the event of any damage or destruction, Tenant's Rent will be abated proportionately to the damage or destruction to the Premises.

13. CONDEMNATION

If the FIC Building is condemned or taken for any public or quasi-public purpose, including any purchase in lieu of condemnation, this Lease will terminate as of the date of taking of possession for the use or purpose and the Rent and other sums payable hereunder will be terminated as of termination date. If a portion of the FIC Building is condemned or taken (whether or not the Premises be affected), Owner may, by notice to Tenant, terminate this Lease as of the date of the taking of possession for the use or purpose. If Owner does not terminate this Lease due to partial taking, and if the partial taking results in a reduction in the square footage of the Premises, then the Base Rent and Tenant's Share will be equitably reduced based on the loss of utility of the Premises for the Permitted Use, and Owner will perform any necessary repairs to restore, to the extent feasible and practicable, the FIC Building to a complete unit. If it is not feasible or practical within ninety (90) days of the date of the taking to restore the FIC Building to a complete unit or to restore the Premises to a condition fit for Tenant's Permitted Use, then Tenant may terminate this Lease on thirty (30) days' written notice to Owner. Owner will be entitled to the entire award in any condemnation proceeding, including any award for the value of any unexpired term of this Lease, and will have the exclusive authority to settle the condemnation proceeding, and the exclusive discretion to grant "possession and use" to the condemning authority, and Tenant will have no claim against Owner or against the proceeds of the condemnation except that Tenant, if provided for under the then existing laws, will have the right to bring a separate action against the condemning authority to recover compensation for Tenant's moving expenses and loss of any fixtures.

14. INSOLVENCY AND DEFAULT

14.1 **Defaults**. Tenant will be in default under this Lease if (a) Tenant fails to pay any Rent when due, or (b) Tenant fails to perform any other obligation under this Lease. Except for Late Charges and Default. Owner agrees that it will not invoke its remedies under this Section 14 if Tenant cures a Curable Default (defined below) within the applicable cure period (set forth in Section 14.2 below). If a Curable Default occurs and Tenant fails to cure the default within the applicable cure period or if any other default occurs, Owner may, immediately or at any time thereafter, and without preventing Owner from exercising any other right or remedy, (i) elect to terminate this Lease by notice, by lawful entry or otherwise, whereupon Owner will be entitled to recover possession of the Premises from Tenant and those claiming through or under Tenant, and (ii) accelerate the payment of all Rent payable by Tenant for the balance of the Term and upon any election the sums will be immediately due and payable in full.

In case of termination, Tenant will be liable to Owner for all costs and expenses including the amounts due under Sections 14.3 and 14.4. If Tenant fails to perform any of Tenant's covenants which Tenant has failed to perform at least four times previously in any twelve (12) month period (although Tenant will have cured any previous breaches after notice from Owner, and within the applicable cure period), then Owner may thereafter, without further notice, exercise any remedies permitted by this Section 14 or by law, including termination of this Lease. Each right and remedy provided Owner in this Lease is cumulative and in addition to every other right or remedy provided in this

Lease, or now or hereafter existing at law, in equity, by statute or otherwise. The exercise by Owner of any one or more of its rights or remedies will not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies.

When this Lease requires service of a notice, that notice will replace rather than supplement any equivalent or similar statutory notice. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Lease will replace and satisfy the statutory service of notice procedures.

14.2 **Cure Periods**.

14.2.1 Monetary Defaults. If Tenant fails to pay any Rent or amounts hereunder when due, it will be a Curable Default and the cure period will be twenty (20) days after the date the Rent was due.

14.2.2 Insurance Default. If Tenant fails to maintain the required insurance, it is a Curable Default and the cure period is ten (10) business days after the date Owner provides written notice of the default.

14.2.3 Abandonment. If Tenant demonstrates an intent to not occupy the Premises or vacates the Premises during the Term, it is not a Curable Default.

14.2.4 Hazardous Substances. If Tenant breaches the provisions of Section 7.7 it will be a Curable Default and the cure period will be ten (10) business days after notice from Owner.

14.2.5 Other Defaults. Any non-monetary breaches of this Lease not listed above in this Section 14.2 will be considered Curable Defaults and the cure period will be thirty (30) days after written notice from Owner; provided that if the default cannot reasonably be cured within that time period, Tenant will have additional time as is reasonably necessary to cure the default so long as Tenant commences the cure within the thirty (30) day period and diligently pursues the cure to completion.

14.3 **Expense Recovery**. Tenant will pay all costs and expenses incurred by Owner in connection with any default (whether the default is curable or not, and prior to the cure of any Curable Default), including (i) all collection costs and costs of obtaining Tenant's compliance with this Lease, including reasonable attorneys' fees and enforcement costs; and (ii) all Owner's other costs proximately caused by the default, excluding consequential or other indirect damages of Owner (including, without limitation, lost profits or business interruption). The amounts will be due and payable immediately upon notice from Owner without regard to whether the cost or expense was incurred before or after the termination of this Lease. If proceedings are brought under the Bankruptcy Code, including proceedings brought by Owner, which relate in any way to this Lease (for any, a "**Proceeding**"), then Tenant will pay Owner the costs incurred by Owner in connection with the Proceeding.

14.4 **Damages**. Notwithstanding termination of this Lease and reentry by Owner pursuant to Section 14.1, Owner will be entitled to recover from Tenant:

(a) Any unpaid Rent which had been earned by Owner prior to the time of termination with Default Interest accrued thereon; plus

(b) The amount by which the unpaid Rent would have been earned after termination until the time of an award exceeds the amount of loss of Rent that Tenant proves could have been reasonably avoided, with Default Interest accrued thereon; plus

(c) The worth at the time of an award of the amount by which the unpaid Rent for the balance of the Term (as extended, if at all prior to termination) exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided (including Default Interest accruing from the date of the award until paid), discounted at the discount rate of the Federal Reserve Bank of San Francisco, or successor Federal Reserve Bank, on the date of termination; plus

(d) Any other amount necessary to compensate Owner for all the damage proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including amounts due and payable pursuant to Section 14.3.

14.5 **Non-Termination of Lease**. No act of Owner other than a written declaration of termination of Lease will serve to terminate this Lease. If there is a Curable Default and Tenant fails to cure the default within the applicable cure period or if there is a default that is not a Curable Default, Owner will, without limiting any other rights or remedies provided herein or at law, have the right to sublet or assign this Lease, continue this Lease in effect after Tenant's breach and abandonment or surrender of possession, and recover Rent as it becomes due. Accordingly, if Owner does not elect to terminate this Lease on account of any default by Tenant, Owner may enforce all of Owner's rights and remedies under this Lease, including the right to recover all Rent as it becomes due. Separate actions may be maintained by Owner against Tenant from time to time to recover any damages which, at the commencement of any action, are then due and payable to Owner under this Section 14 without waiting until the end of the Term. Notwithstanding the foregoing or anything in this Lease to the contrary, upon any Default, Owner shall mitigate its damages.

14.6 **Reletting**. If Tenant's right of possession has been terminated (with or without termination of this Lease), Owner may at any time, and from time to time, relet the Premises in whole or in part for any period equal to, or more or less than the remainder of the then current Term. All rentals received by Owner from the reletting will be applied first to the payment of any amounts other than Rent due hereunder from Tenant to Owner; second, to the payment of any costs and expenses of the reletting and of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, will be held by Owner and applied in payment of future Rent as it becomes due hereunder. Tenant will pay Owner for the loss of Rent by a payment at the end of each month during the remaining Term representing the difference between the Rent which would have been paid in accordance with this Lease and the Rent actually derived from the Premises by Owner for the month. Upon a reletting of the Premises, Owner will not be required to pay Tenant any sums received by Owner in excess of amounts payable in accordance with this Lease. For purposes of this Section 14, Tenant's right to possession will not be considered to have been terminated by Owner's efforts to relet the Premises, by Owner's acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Owner's interests under this Lease. This list is merely illustrative of acts that may be performed by Owner without terminating Tenant's right to possession.

14.7 **Right of Owner to Cure Defaults**. If Tenant defaults in its obligations under this Lease, Owner may cure the default, at Tenant's expense, and without notice, if Owner believes the default creates a risk of damage to persons or interests of others, or in any other case only upon Tenant's failure to remedy the default within the applicable cure period, if any. Tenant will reimburse Owner for any costs incurred by Owner to cure default, together with Default Interest accrued thereon.

14.8 **Default by Owner**. Owner will not be in default under this Lease unless Owner (or a mortgagee or beneficiary on behalf of Owner) fails to cure the nonperformance as soon as reasonably practicable under the circumstances within thirty (30) days after receipt of Tenant's notice (except that when the nature of Owner's obligation is such that more than thirty (30) days are reasonably required for its performance, then Owner will not be deemed in default if Owner commences performance within the 30-day period and thereafter diligently pursues the cure to completion). A copy of any notice of default will be delivered to all parties entitled thereto under Section 15.3. If Owner fails to cure the default within the time set forth herein, Tenant will have all rights and remedies available at law and in equity.

15. PROTECTION OF LENDERS; ESTOPPEL

15.1 **Subordination**. This Lease will be subordinate to any financing now existing or hereafter placed upon the FIC Building, or any portion thereof, by Owner, and to any and all advances to be made thereunder and to interest thereon and all modifications thereof (each, a "**Mortgage**"). This provision will be self-operative so long as the holder of a Mortgage will not disturb or interrupt Tenant's continued enjoyment of the Premises, absent a breach of the Lease by Tenant beyond any applicable cure period. Tenant will, within fifteen (15) days of written notice by Owner, execute and deliver a subordination and non-disturbance agreement required by the holder of a Mortgage, but only if the subordination agreement provides that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant will have the continued enjoyment of the Premises free from any disturbance or interruption by any holder of a Mortgage or any purchaser at a foreclosure or private sale of the FIC Building.

15.2 **Attornment**. If Owner's interest in the Premises is acquired by any transferee thereof, Tenant will attorn to the transferee of or successor to Owner's interest in the Premises and recognize the transferee or successor as Owner under this Lease; provided that new Owner has assumed in writing all of Owner's obligations under this lease from and after the date of the transfer. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Owner's interest.

15.3 **Notice**. Tenant will give written notice of any failure of Owner to perform any of its obligations under this Lease to Owner and to any mortgagee or beneficiary under any Mortgage whose name and address has been furnished to Tenant. Tenant will have the right, but not the obligation, to cure the default on Owner's behalf.

15.4 **Estoppel Certificates**. Tenant will, within fifteen (15) days of Owner's request, execute and deliver to Owner a written statement certifying to Owner, and any prospective buyer or lender: (i) the date the Term commences and expires, and the number of remaining Renewal Terms; (ii) the current amount of Base Rent and the date to which it has been paid; (iii) that this Lease is in full force and effect and has not been assigned or amended in any way (or specifying the date, title and terms of each agreement so affecting this Lease) and that no part of the Premises has been sublet (or in the event of any sublease, a copy of any sublease); (iv) that Owner is not in default under this Lease (or in the event any default, the extent and specific nature of the default); (v) on the date of the certification, there are no existing defenses or claims which Tenant has against Owner (or in the event of any defenses or claims, the extent and specific nature of the defenses or claims); and (vi) any other information that Owner or a mortgagee or purchaser may reasonably request. It is intended that any statement will be binding upon Tenant and may be relied upon by and run to the benefit of Owner and any prospective purchaser or mortgagee.

16. LIABILITY

16.1 **Owner's Liability**. The liability of Owner to Tenant will be limited to the total amount of Rent already paid to Owner under the Lease. Tenant agrees to look solely to Owner's interest in the FIC Building for the recovery of any judgment against Owner, and Owner and Owner Parties will not be personally liable for any judgment or deficiency related to this Lease. If Owner sells or otherwise transfers the FIC Building to a new owner, the transferring Owner will not thereafter be named or sought after in any matter related to this Lease arising or occurring after the transfer, and responsibility and liability for those matters will automatically transfer to the new owner.

16.2 **Release**. Tenant and all those claiming through or under Tenant, including Tenant Parties (as defined in Section 10) will store their property in and occupy the Premises solely at their own risk. Tenant hereby releases Owner Parties (as defined in Section 10) from all claims by Tenant or Tenant Parties, including damage to furniture, equipment, fixtures, or other property, or damage to business (including business interruption), arising directly or indirectly out of or from or on account of the occupancy and use or resulting from any present or future conditions or state of repair thereof, it being agreed that Tenant will assume the risk of loss thereof. Owner Parties will not be responsible or liable for damages to Tenant or Tenant Parties for any loss of life, bodily or personal injury, or damage to property or business that may be occasioned by or through the acts, omissions, or negligence of any person that is not an Owner Party, including other tenants, occupants, or customers of any portion of the FIC Building.

17. MISCELLANEOUS PROVISIONS

17.1 **Notices**. All notices required or permitted under this Lease will be in writing and will be (a) provided by personal delivery; (b) sent by United States certified mail or registered, return receipt requested, postage prepaid; or (c) sent by overnight delivery using a nationally recognized overnight courier which will provide evidence of delivery upon request. The notice will be deemed delivered upon the earlier of (i) actual receipt; (ii) the date of refusal by the intended recipient to accept delivery; (iii) if sent by United States mail, three (3) days after deposit in the mail; and (iv) if sent by overnight courier, one (1) business day after deposit with the carrier. The notice address for each party is set forth in the Basic Lease Terms and may be changed by written notice to the other party.

17.2 **Non-Waiver/Accord**. Failure of Owner or Tenant to insist, in any one or more instances, upon strict performance of any term of this Lease, or to exercise any election herein contained, will not be construed as a waiver or a relinquishment, but the same will continue and remain in full force and effect. No party will be deemed to have waived any provision of this Lease unless expressed in writing and signed. Tenant specifically acknowledges that, where Tenant has received a notice of default (whether monetary or non-monetary), no acceptance by Owner of Rent (other than Owner's acceptance of full payment of all delinquent Rent) will be deemed a waiver of the default, and no acceptance by Owner of less than all delinquent Rent will be deemed to waive or cure any Rent default. Owner may, in its sole discretion, after receipt of partial payment of Rent, continue any pending action to collect the full amount of Rent due. The default will not be cured until Tenant pays the full amount due (in good funds). Payment by Tenant or receipt by Owner of a lesser amount than the Rent and other charges stipulated herein will be deemed to be on account of the earliest stipulated Rent or other charges. No endorsement or statement on any check or any letter accompanying any payment will be deemed an accord and satisfaction, and Owner's acceptance of the check or payment will be without prejudice to Owner's right to recover the balance of the amount due or pursue any other remedy to which it is entitled.

17.3 **Non-Ownership by China.** Tenant represents and warrant certifies they are not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China in accordance with I.C. § 67-2359.

17.4 **Entire Agreement; Amendment; Severability**. This Lease supersedes all prior and contemporaneous understandings and agreements; the provisions of this Lease are intended as the final expression of the parties' agreement; this Lease constitutes the complete and exclusive statement of its terms; and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. No provisions of this Lease may be changed, waived, discharged, or terminated orally, but only by instrument in writing executed by Owner and Tenant, or their respective successors in interest, concurrently with or subsequent to the date of this Lease. Tenant acknowledges that neither Owner nor anyone representing Owner has made statements of any kind whatsoever on which Tenant has relied in entering into this Lease. Tenant has relied solely on its independent investigation and its own business judgment in entering into this Lease. Any provision of this Lease which will prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof will nevertheless remain in full force and effect.

17.5 **Force Majeure**. Except as specifically provided otherwise herein, time periods for Owner's or Tenant's performance under any provisions of this Lease (except for the payment of money) will be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including strikes, embargoes, governmental regulations, inclement weather and other acts of God, war, or other strife and no delay in performance will constitute an actual or constructive eviction or entitle Tenant to any abatement of Rent.

17.6 **Successors and Assigns**. This Lease binds any party who legally acquires any rights or interest in this Lease from Owner or Tenant. However, Owner will have no obligations to Tenant's successor unless the successor acquired its rights in accordance with the terms of this Lease, including obtaining Owner's consent to any restriction on assignment and subletting.

17.7 **Waiver of Self-Help**. Tenant waives any statutory or common law right to self-help, including any right to make repairs to the Premises, FIC Building, or Parking Area.

17.8 **Consent**. Notwithstanding anything contained in this Lease to the contrary, Owner and Tenant hereby waive any claim against the other party for money damages by reason of Owner's or Tenant's refusal, withholding or delaying its consent, approval, or statement of satisfaction of any matter under this Lease, and in that event, affected party's only remedies will be an action for specific performance, injunction, or declaratory judgment, to enforce any right to the consent. Owner and Tenant agree to exercise their rights and perform their obligations under this Lease reasonably and in good faith. Whenever the consent or approval of Owner or Tenant is required under the terms of this Lease, or Owner's or Tenant's consent or approval is otherwise requested by the other party, or where Owner or Tenant is given the right to exercise discretion with respect to a matter concerning the other party, then the applicable consent or approval must not be unreasonably withheld, exercised, or delayed, unless this Lease expressly provided that the party may withhold its consent or approval in the party's sole discretion or sole judgment. Nothing contained in this Lease will limit the right of each party to exercise its business judgment, or act in a subjective manner, with respect to any matter as to which the party has the right to consent, approve, or act, in its sole discretion or sole judgment, whether "objectively" reasonable under the circumstances, and any exercise will not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Lease.

17.9 **Idaho Public Records**. The Parties understand that pursuant to the Idaho Public Records Act, Idaho Code § § 74-101 et seq., written communications or documents received from one party by another party or written records or communications created pursuant to this Agreement may be "public records" that are subject to the Idaho Public Records Act, and subject to disclosure under the law. Owner shall have no liability for disclosure of such records pursuant to Idaho law. Owner will timely notify Tenant of any public record request where business or financial records and correspondence of Tenant may potentially be disclosed, and allow Tenant the opportunity to identify any exemptions from disclosure (such as trade secrets) that may be applicable so as to support nondisclosure and before any disclosure to the requester of such records. Tenant will assume responsibility for defending any legal challenge to nondisclosure of such Tenant records.

17.10 **No Reservation/Counterparts**. The submission of this Lease for examination, or for execution by Tenant, does not constitute a reservation or option to lease the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Owner and Tenant. This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts will constitute a single binding instrument.

17.11 **Authority**. If Tenant is an entity rather than a person, each individual executing this Lease on behalf of that entity or its constituents represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of that entity. If Owner is an entity rather than a person, each individual executing this Lease on behalf of that entity or its constituents represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of that entity.

17.12 **Owner Acting Through Agent**. Any action permitted or required of Owner under this Lease may, at Owner's election, be performed by Owner's property manager or agent designated on Owner's behalf.

17.13 **Utility Deregulation**. Tenant acknowledges that Owner will have control over the determination of which utility providers serve the FIC Building, and Owner will have no obligation to give access or easement rights or otherwise allow onto the FIC Building any utility providers except those approved by Owner. If Owner permits Tenant to purchase utility services from a provider other than Owner's designated company(ies), the provider will be considered a contractor of Tenant. In addition, Tenant will allow Owner to purchase the utility service from Tenant's provider at whatever rate as can be negotiated by the aggregation of Owner's tenants' requirements for the utility.

17.14 **Tax on Rent**. If any governmental authority in any manner levies a tax on any Rent or other amounts payable by Tenant to Owner under this Lease or rentals accruing from Tenant's use of the Premises, or a tax in any form against Owner measured by income derived from the leasing or rental of the Premises, Tenant will pay the tax either directly or through Landlord; provided, however, that Tenant will not be liable to pay any income tax imposed on Owner.

17.15 **Choice of Law and Venue**. This Lease will be governed by the laws of the State of Idaho. Further, the parties agree that because the Premises and the subject of this Lease relate to real property located in Canyon County, Idaho, venue will be proper in Canyon County, Idaho. Owner and Tenant each unconditionally waive any right to a jury trial.

17.16 **Owner's Access**. Owner or its agents may enter the Premises, by providing forty-eight (48) hours advanced notice to Tenant, to show the Premises to potential purchasers, lenders, tenants or other parties within the last nine (9) months of the Term; to make repairs, alterations or improvements, to inspect and conduct tests in order to monitor Tenant's compliance with this Lease and applicable law; or for any other purpose Owner reasonably deems necessary, including for fire room access. Owner will give Tenant prior notice of the entry, except in the case of emergency. Owner may place customary "For Sale" or "For Lease" signs in and about the FIC Building within the last nine (9) months of the Term.

17.17 **Mitigation**. Owner and Tenant will each make reasonable efforts to mitigate the loss or damage occasioned by a default of the other party, provided that the obligation to mitigate will not relieve the defaulting party of the burden of proof as required in this Article or otherwise affect the rights and remedies available to the non-defaulting party in the event of a default as provided in this Article or otherwise allowed by law or equity.

17.18 **Quiet Enjoyment**. So long as Tenant is not in default hereunder then, subject to the other terms and conditions of this Lease, Tenant will not incur any manner of unreasonable interference with its quiet enjoyment, possession, and use of the Premises from Owner or anyone claiming through Owner.

17.19 **Conditions of Record**. Owner's title to the FIC Building is subject to: (a) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, rights-of-way, and any other matters or documents of record now or hereafter recorded against the FIC Building; (b) the effect of any zoning laws by any governmental agency; and (c) general or special taxes not yet delinquent.

17.20 **Costs and Attorneys' Fees**. In the event of litigation between the parties hereto, declaratory or otherwise, to enforce, interpret, or seek redress of a breach of this Lease, the non-prevailing party will pay the costs thereof and reasonable attorneys' fees actually incurred by the prevailing party, in the suit, at trial, and on appeal. The prevailing party will be the party who is determined by the presiding authority to have substantially prevailed as to its central claim. In addition, if Owner engages counsel to enforce the terms of this Lease, including for the purpose of preparing a delinquency notice, Tenant will be required to reimburse Owner for all costs incurred before the subject default is considered cured.

17.21 **Interpretation**. The captions of sections or subsections of this Lease are to assist the parties in reading this Lease and are not a part of the terms and provisions of this Lease. Whenever required by the context of this Lease, the singular will include the plural and the plural will include the singular. The words "will," "shall," and "must" have the same meaning. The word "including" will be construed without limitation. The masculine, feminine, and neuter genders will each include the other. In any provision relating to the conduct, acts, or omissions of Tenant, the term "**Tenant**" will include Tenant's agents, employees, contractors, invitees, and licenses, and any other person or entity using the Premises with Tenant's expressed or implied permission. Business days refer to days that are not Saturdays, Sundays, federal banking holidays, or holidays identified in Idaho Code Section 73-108.

17.22 **No Recordation**. This Lease will not be recorded.

17.23 **Survival**. The obligations of each party applicable to time periods prior to the termination or expiration of this Lease will survive termination or expiration of this Lease, including either party's right to indemnification and defense from claims arising from matters occurring prior to termination even though the claim is asserted against a party after termination, and payment of amounts not finally calculated by the expiration/termination date.

17.24 **Prohibition on Companies Boycotting Certain Sectors.** Tenant warrants and represents that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company:

17.25 (a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or

17.26 (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code pursuant to Idaho Code 67-2347A.

17.27 **Non-Appropriation**. Notwithstanding anything in this Lease to the contrary, Owner's obligations under this Lease are subject to the appropriation and availability of legally sufficient funds by Owner's Board of Trustees. In the event that sufficient funds are not appropriated or otherwise made available to Owner for any fiscal year to permit Owner's continued performance under this Lease, Owner may terminate this Lease, in whole or in part, effective at the end of the then-current fiscal year by providing Tenant with written notice of non-appropriation at least ninety (90) days prior to the effective date of termination.

18. USA PATRIOT ACT AND ANTI-TERRORISM LAWS

18.1 Tenant represents and warrants to, and covenants with, Owner that neither Tenant nor any of its respective constituent owners or affiliates currently are, or will be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**").

18.2 Tenant covenants with Owner that neither Tenant nor any of its respective constituent owners or affiliates is or will be during the Term hereof a "**Prohibited Person**," meaning: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Owner is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or at any replacement website or other replacement official publication of the list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v) above.

18.3 At any time and from time-to-time during the Term, Tenant will deliver to Owner, within ten (10) days after receipt of a written request therefore, a written certification or any other evidence reasonably acceptable to Owner evidencing and confirming Tenant's compliance with this Section.

Signatures Appear on Following Pages

DATED effective as of the Effective Date.

OWNER: College of Western Idaho

By: ______________________________
Name: ______________________________
Title: ______________________________

TENANT: Nampa Harvest Festival dba
"Snake River Stampede"

By: ______________________________
Name: ______________________________
Its: ______________________________

EXHIBIT A

Location of Tenant Parking Area

CHAIR'S REPORT

The Board Chair will provide comments and, at times, items for special consideration by the Board.

EXECUTIVE SESSION

PURSUANT TO IDAHO CODE § 74-206(1) CONVENE IN EXECUTIVE SESSION:

(c) To acquire an interest in real property not owned by a public agency.

COLLEGE OF WESTERN IDAHO

THANK YOU