

MINUTES

UNIVERSITY OF SOUTHERN INDIANA BOARD OF TRUSTEES

November 3, 2016

The University of Southern Indiana Board of Trustees met in regular session on Thursday, November 3, 2016, in the Griffin Center on USI campus. Present were Chair Jeffrey L. Knight and Trustees W. Harold Calloway; John M. Dunn; Amy MacDonell; Ellis S. Redd; Ronald D. Romain '73; Kenneth L. Sendelweck '76; Evan K. Stieler '17; and Ted C. Ziemer, Jr. Also in attendance were President Linda L. M. Bennett; Provost Ronald S. Rochon; Vice President for Finance and Administration Steven J. Bridges '89 M'95; Vice President for Government and University Relations Cynthia S. Brinker; Vice President for Enrollment Management Andrew W. Wright; Faculty Senate Chair Nicholas LaRowe; and Student Government Association President Ashley T. Wright '17.

Chair Knight called the meeting to order at 9:59 a.m.

SECTION I – GENERAL AND ACADEMIC MATTERS

A. APPROVAL OF MINUTES OF SEPTEMBER 1, 2016, MEETING

On a motion by Mr. Dunn, seconded by Mr. Stieler, the minutes of the September 1, 2016, Board of Trustees meeting were approved.

B. ESTABLISHMENT OF NEXT MEETING DATE, TIME, LOCATION

Mr. Knight called on Vice President Brinker, who announced the next scheduled meeting of the Board of Trustees will be Thursday, January 12, 2017, in Indianapolis.

C. REPORT OF THE ACADEMIC AFFAIRS AND ENROLLMENT MANAGEMENT COMMITTEE

The Academic Affairs and Enrollment Management Committee met prior to the Board of Trustees meeting on November 3, 2016. Mr. Knight called on Committee Chair Kenneth Sendelweck for a report. Mr. Sendelweck told the Trustees the Committee heard a report from Dr. Bonnie Beach, associate dean of Teacher Education; Joyce Rietman, director of Advanced Clinical Experiences and Co-teaching; Dr. Gina Berridge, associate professor Education; and Teresa Branson, instructor in Teacher Education; entitled, *Teach Now, Transform Tomorrow*. Teach Now, Transform Tomorrow is a two-year pilot project with the Evansville-Vanderburgh School Corporation (EVSC) that directly addresses the University's goal to enhance experiential learning opportunities. Although the University has a long history of partnering with the EVSC and other area P-12 institutions to provide samplings of real-life experiences for teacher candidates, this collaborative effort expands opportunities to approximate a real first-year experience in a co-teaching environment with the support of both University and P-12 faculty. A unique feature of the project is the partnership with EVSC Transformation Zone schools, which are at-risk schools that receive targeted academic and operation support to increase student achievement. During the 2015-2016 academic year, 15 teacher candidates were placed at Lincoln School and Lodge Community School. This academic year, 15 teacher candidates are placed at Lincoln School, Lodge Community School, and Glenwood Leadership Academy. EVSC administrators and USI faculty and students provided a candid overview of the preliminary findings of the first year of this year-long student teaching experience, the first of its kind in the southern Indiana region.

Mr. Sendelweck reported the Committee also reviewed the New Program Development Plan and approved a recommendation for a new degree program, Bachelor of Science in Health Informatics and Information Management. The Board will be asked to approve this new degree program later in the agenda.

D. PRESIDENT'S REPORT

President Bennett began her report by mentioning the upcoming campus visit by the Indiana Commission for Higher Education accreditation team and congratulating Trustee Sendelweck, recipient of the 24th Annual Lincoln Heritage District, Distinguished Citizen Award.

Dr. Bennett called on Ms. Brinker to review the schedule for Commencement exercises on Saturday, December 10, 2016. She reported that 595 students are eligible to participate in two ceremonies. The first ceremony will be held at 10 a.m. followed by lunch, and the second ceremony held at 1 p.m. She expressed appreciation for the Trustees' participation in Commencement. President Bennett recognized the work required of various University departments to make Commencement a special and meaningful day for graduates and their families.

President Bennett asked Provost Rochon for the Academic Report. The provost called on Associate Vice President for Outreach and Engagement Mark Bernhard, who introduced Manager of School Partnerships Jaclyn Dumond for a report entitled *USI's College Achievement Program (CAP): Quality and Collaboration*. Ms. Dumond began by providing a brief history of the CAP program at USI and noted that today the University offers 37 different courses through 24 Indiana high schools. In 2015-2016, over 1,900 students were enrolled in over 10,000 dual credit hours through USI. Ms. Dumond noted that the University's CAP program was the 13th program in the nation to be accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and was reaccredited in 2013. She discussed NACEP's accreditation standard categories of curriculum, faculty, student, assessment, and evaluation.

Ms. Dumond explained recent changes to the Higher Learning Commission's Faculty Qualification Guidelines which require high school CAP instructors to hold a master's degree or higher in the discipline or subfield, or a minimum of 18 graduate credit hours in the discipline or subfield if their master's degree is in a different area. She detailed USI's CAP Graduate Fee Waiver program, implemented in 2015-2016, designed to help CAP instructors meet the new criteria.

Ms. Dumond closed her report by discussing the recruitment, retention, and graduation rates of USI CAP students, noting that nearly 60 percent of new freshmen in fall of 2015 came to USI with dual credit. She also noted that USI CAP students are retained at a higher rate than their non-CAP peers and are outperforming their non-CAP peers in both early and on-time graduation rates.

President Bennett recognized Vice President for Enrollment Management, Andrew Wright, to present a report from his area. Mr. Wright provided the Board with an admission and enrollment update for spring and fall 2017 and noted that with priority registration one week away, advisors in University Division and the Advising Centers have been very busy meeting with students.

Dr. Bennett called on Dr. Nicholas LaRowe, chair of the Faculty Senate, for a report. Dr. LaRowe noted that Faculty Senate is currently formulating a charge to send to the Faculty Senate Assessment Committee requesting a comprehensive review of course evaluations, in particular distance education course evaluations, to examine the relativity and reliability of the questions posed to students. Faculty Senate intends to have a report and recommend a solution by the end of the academic year.

President Bennett asked for a report from Student Government Association (SGA) President Ashley Wright. Ms. Wright highlighted a few of SGA's activities that took place during the fall 2016 semester, including hosting National Collegiate Alcohol Awareness Week (NCAAW) in October, and the All-Member Retreat where members work to identify organizational goals for the academic year. She discussed an SGA initiative designed to bring USI student leaders and campus administrators together four times each semester to help student leaders gain a better understanding of University processes. During the fall semester, SGA heard presentations by Vice President for Enrollment Management Andrew Wright and Director of Admissions Rashad Smith; Director of Dining Services Lamar Peterson and Executive Chef Robert Fruit; Associate Professor of Economics Dr. Perry Burnett; and Director of Library Marna Hostetler.

E. REPORT OF DIVERSITY COMMITTEE

Mr. Knight called on President Bennett for a report of the Diversity Committee. Dr. Bennett began by referring the Trustees to Exhibit I-A, the Diversity Committee's Annual Report. She encouraged the Trustees to review the report which details the many initiatives across campus designed to address issues of diversity at USI.

The Diversity Committee of the University of Southern Indiana was created in response to a requirement in House Enrolled Act 1256, authorized by the 2007 Indiana General Assembly (IC-21-27-8-7). The Act requires that each Indiana public institution of higher education create a diversity committee to:

1. Review and recommend faculty employment policies;
2. Review faculty and staff complaints concerning diversity among faculty;

3. Make recommendations to promote and maintain cultural diversity among faculty members;
4. Make recommendations to promote recruitment and retention of minority students; and
5. Issue an annual report to the University's Board of Trustees stating the committee's findings, conclusions, and recommendations in these matters.

The Diversity Committee annual report is in Exhibit I-A.

F. APPROVAL OF A NEW DEGREE PROGRAM: BACHELOR OF SCIENCE IN HEALTH INFORMATICS AND INFORMATION MANAGEMENT

Mr. Knight called on Provost Rochon to review the proposed new degree program described in Exhibit I-B, Bachelor of Science in Health Informatics and Information Management.

The College of Nursing and Health Professions proposes to offer a Bachelor of Science in Health Informatics and Information Management degree. A complete abstract describing the program is in Exhibit I-B. The proposed implementation date is fall 2017.

The College of Nursing and Health Professions plans to offer this program as a four-year degree program and a degree completion option. The required courses for the proposed degree plan to be offered as distance courses and traditional classroom-based courses. This proposed program supports recent changes in the U.S. health care system and the demand for higher educational standards by preparing students to find employment as health informatics professionals and specialists. The stand-alone Bachelor of Science in Health Informatics and Information Management program will ensure that students continue to receive extensive training in health services and health administration, but also a rigorous training in computer information systems and project management.

The proposed Bachelor of Science in Health Informatics and Information Management program fits the University of Southern Indiana's strategic plan by meeting the needs and goals of the community as well as the Health Informatics and Information Management profession. The proposed program will prepare graduates to become efficient and competent leaders in the community and in the field of Health Information Technology through the advancement of higher levels of education. It also will enhance experiential learning opportunities by providing community engagement through service learning, real work experience, and organizational involvement. Recognizing the fact that area professionals prefer easily assessable options to further their undergraduate career, the proposed program also will promote accessibility by providing more flexible ways to earn a degree by increasing distance education opportunities.

The proposed program will require 120 credit hours with 48 hours required in discipline-specific courses. The remainder of the credit hours will be completed as core/pre-requisite courses required by the University and/or program. The degree completion students will be required to complete the same 48 hours of discipline-specific courses which will more than meet the USI requirement of 30 hours of credit completed from this university. An individual assessment of transcripts will be completed for each student to ensure core and pre-requisite expectations are met. The program is recommended by the dean of the College of Nursing and Health Professions and has been approved by the University Curriculum Committee, the Academic Planning Council, the provost, and the president.

Upon the recommendation of the Academic Affairs and Enrollment Management Committee, the Bachelor of Science in Health Informatics and Information Management, described in Exhibit I-B, was approved.

G. APPROVAL OF CANDIDATES FOR DEGREES

Mr. Knight called on Provost Rochon, who recommended approval of the candidates for degrees listed in Exhibit I-C.

On a motion by Ms. MacDonell, seconded by Mr. Ziemer, the award of degrees presented in Exhibit I-C, subject to the completion of all requirements, was approved.

SECTION II – FINANCIAL MATTERS

A. REPORT OF FINANCE/AUDIT COMMITTEE

The Finance/Audit Committee met prior to the Board meeting on November 3, 2016. Mr. Knight called on Committee Chair Harold Calloway for a report. Mr. Calloway reported the Committee reviewed the audited Financial Statements for fiscal year ending June 30, 2016; reviewed construction change orders for several ongoing projects previously approved by Vice President Bridges; and approved a construction change order for the Saletta, Marshall, and Welsh Apartment Renovation Project.

B. APPROVAL OF LICENSE AGREEMENT BETWEEN SOUTHERN INDIANA HIGHER EDUCATION HOLDINGS AND UNIVERSITY OF SOUTHERN INDIANA REGARDING THE ECOLOGICAL PRESERVE, LEARNING AND EDUCATIONAL CENTER.

Mr. Knight called on Vice President Bridges who discussed legal documents (Exhibits II-A, II-B, and II-C) relating to an agreement between Southern Indiana Higher Education Holdings LLC by its sole member the University of Southern Indiana Foundation and the University of Southern Indiana. The original agreement from September 20, 2012, allowed for approximately 759 acres to be used for the creation of an ecological preserve with a wetlands learning and educational center. The requested approval extends the agreement for an additional five years with automatic renewal for successive five-year terms.

Exhibit II-A is the proposed license agreement between Southern Indiana Higher Education Holdings and the University of Southern Indiana. Exhibit II-B is the proposed Memorandum of License Agreement. Exhibit II-C is the Resolution to approve the license agreement between Southern Indiana Higher Education Holdings and University of Southern Indiana regarding the Ecological Preserve, Learning and Educational Center.

Mr. Bridges recommended approval of the license agreement resolution between Southern Indiana Higher Education Holdings and the University of Southern Indiana regarding the Ecological Preserve, Learning and Educational Center summarized in Exhibits II-A, II-B, and II-C.

On a motion by Mr. Ziemer, seconded by Mr. Romain, the approval of License Agreement between Southern Indiana Higher Education Holdings and University of Southern Indiana regarding the Ecological Preserve, Learning and Educational Center was approved.

C. ANNUAL REPORT OF STUDENT FINANCIAL ASSISTANCE

Mr. Knight called on Vice President Wright, who introduced Director of Student Financial Assistance Mary Harper for a summary of the report in Exhibit II-D. Ms. Harper began by reporting the Student Financial Assistance office served 12,895 enrolled and prospective students in 2015-2016, and 7,580 students received a total of \$70.5 million in aid. She shared information about the sources of aid, including federal, state, institutional, USI Foundation, and USI Varsity Club. She reviewed changes in funding levels from 2014-2015 to 2015-2016, including a slight increase in state and University aid. She reported on changes in the Free Application for Federal Student Aid (FAFSA), Pell Grants, and Indiana state aid programs.

Ms. Harper compared the national average undergraduate debt of 2016, which was \$30,000 to USI students' average debt of \$21,716. She shared default rates for 2011, 2012, and 2013, and noted the USI student default rate is well below both state and national rates.

D. REPORT ON INSURANCE RENEWALS

Mr. Knight called on Vice President Bridges, who introduced Executive Director of Human Resources Andrew Lenhardt for a briefing on the 2017 insurance renewal. Mr. Lenhardt reviewed the goals of the renewal, which were to achieve low to moderate health cost increases; continue to adapt to expected changes due to health care reform; review and optimize medical plan design for improved future cost control and compliance with continuing IRS regulations while maintaining employee choice and competitive benefits; and to use competitive bidding to obtain competitive and cost-effective vision benefits.

Mr. Lenhardt discussed key outcomes of the medical renewal, including no plan design changes to any of the University medical plans; premiums will remain at 2016 levels due to continued relatively flat claim years; retention of Anthem Cost Plus for medical with the same stop loss coverage; and the addition of prescription

drug coverage under the Specific Stop Loss Contract. Mr. Lenhardt advised that although Vision Service Plan (VSP) will be the new vision carrier for the University in 2017, premiums will remain the same with a four-year rate guarantee, and Health Resources, Inc. (HRI) will remain the University's dental carrier with employees seeing a low 3.75 percent increase on average in 2017.

Mr. Lenhardt noted that carrier contracts for Group Life and Additional Term Life Insurance and Long-Term and Short-Term Disability Insurance are currently in year two of a three-year rate guarantee with The Standard Insurance Company.

He concluded his report by noting the total projected cost to the University for employee and retiree medical, dental, life, and long-term disability insurance plans for 2017 is \$13,352,990 which is an increase of \$300,276 from the University's 2016 total cost for the same insurance benefits.

E. APPROVAL OF AUTHORIZING RESOLUTION FOR CLASSROOM RENOVATION/EXPANSION – HEALTH PROFESSIONS CENTER PROJECT.

Mr. Knight called Vice President Bridges, who discussed a resolution that would allow the University to move forward with the Classroom Renovation/Expansion Project authorized by the 2015 Indiana General Assembly.

Mr. Bridges recommended approval of the following resolution.

WHEREAS, the University of Southern Indiana Board of Trustees wishes to proceed with the planning and construction of the Classroom Renovation/Expansion – Health Professions Center as authorized by the 2015 Indiana General Assembly; and

WHEREAS, the project, which is eligible for fee replacement, therefore received bonding authorization in the amount of \$8,000,000 from the General Assembly; and

WHEREAS, approvals may be required between the regular meetings of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes the Construction Committee to approve design plans, cost estimates, and construction schedules; to review construction bids; to award contracts or reject any or all construction bids for the project; and to report the progress of the project to the Board of Trustees;

FURTHER RESOLVED that the Treasurer is authorized to issue a Request for Proposal to solicit investment banking firms interested in providing service to the University in financing the Classroom Renovation/Expansion – Health Professions Center Project;

FURTHER RESOLVED that the Finance/Audit Committee is authorized to evaluate the results of investment banking proposals; accept a proposal or reject all proposals; approve all financing plans on behalf of the Board of Trustees; and report its actions to the Board;

FURTHER RESOLVED that the President is authorized to request the Indiana Commission for Higher Education, the Indiana State Budget Committee, and the Governor of the State of Indiana to approve the Classroom Renovation/Expansion – Health Professions Center Project.

On a motion by Mr. Ziemer, seconded by Mr. Sendelweck, the authorizing resolution for classroom renovation/expansion of the Health Professions Center was approved.

F. COMPREHENSIVE BOND AUTHORIZATION AND DELEGATION RESOLUTION

Mr. Knight called on Vice President Bridges, who directed Trustees to and discussed details of Exhibit II-E, a Comprehensive Bond Authorization and Delegation Resolution that would authorize Mr. Bridges to move forward with obtaining bond financing plans for the \$8 million Classroom

Renovation/Expansion project authorized in the previous resolution and other potential refunding opportunities.

Mr. Bridges recommended Board approval of the Comprehensive Bond Authorization and Delegation Resolution summarized in Exhibit II-E.

On a motion by Mr. Calloway, seconded by Ms. MacDonell, the Comprehensive Bond Authorization and Delegation Resolution was approved.

G. UPDATE ON CURRENT CONSTRUCTION PROJECTS

Mr. Knight called on Vice President Bridges, who introduced Director of Facility Operations and Planning Jim Wolfe, for a report on current construction projects. Exhibit II-F is a summary of the cost and funding sources for each project.

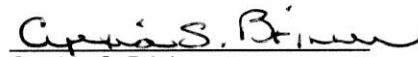
Mr. Wolfe reported construction has begun on the Multi-Institutional Academic Health and Research Center in downtown Evansville. He advised that construction bids for the Fuquay Welcome Center are due in mid-November and the Science Center Air Handling Unit Refurbishment Project has been awarded and construction will take place over the winter break. He reported the University Suite Renovation is on schedule with expected completion in late December. Mr. Wolfe stated the design of the PAC Renovation is approximately 99 percent complete and showed the Board preliminary renderings of the Main Lobby, Arena, and Kinesiology Lab.

Mr. Wolfe concluded his report by referring the Trustees to a list of projects in design in Exhibit II-F.

SECTION III – PERSONNEL MATTERS

There were no personnel matters for Board discussion or approval on November 3, 2016.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cynthia S. Brinker".

Cynthia S. Brinker
Secretary

There being no further business, the meeting was adjourned at 10:55 a.m.

Diversity Committee

Annual Report

November 3, 2016

I. Diversity Committee Formation

The Diversity Committee of the University of Southern Indiana was created in response to House Enrolled Act 1256, authorized by the 2007 Indiana General Assembly (IC-21-27-8-7), which requires that each public institution of higher education create a diversity committee to meet this legislative mandate. One of its requirements is an annual report to the Board of Trustees.

The University's existing Affirmative Action Committee was adapted to meet the requirements of IC 21-27-8-7. The 2015-2016 Diversity Committee consisted of the following members:

Linda L. M. Bennett – *Committee Chair, President*
Steve Bridges, *Vice President for Finance and Administration*
Andrew Wright, *Vice President for Enrollment Management*
Chris Hoehn, *Director of Religious Life*
Lilly Howard, *student representative*
Sera Radovich, *student representative*
Danesha Shelton, *student representative*
Kirat Baath, *Contract Assistant Professor of Biology, Pott College of Science, Engineering, and Education*
Rose Scruggs, *Electronic Services Coordinator, Library Services*
Joseph Uduehi, *Associate Professor of Art Education, College of Liberal Arts*

Ex-Officio

Cynthia Brinker, *Vice President for Government and University Relations*
Douglas Goeppner, *ADA Coordinator, Human Resources*
Pamela Hopson, *Director, Multicultural Center*
Ronald Rochon, *Provost*
Marcia Kiessling, *Associate Provost for Student Affairs*

II. Diversity Committee Objectives

As previously reported to the Board of Trustees, the Diversity Committee incorporated and expanded upon the legislative mandate by establishing the following objectives:

1. Define the University's vision of diversity and recommend methods to integrate that vision with existing University policies and procedures;
2. Collect information on University programs and initiatives and community resources;
3. Review University employment policies and processes and recommend improvements intended to increase hiring of diverse candidates;
4. Review University complaint policies and processes concerning diversity issues and recommend improvements;
5. Review University programs and processes, developing recommendations as appropriate for improvements to existing programs and processes and for new programs and initiatives that promote recruitment and retention of diverse students, faculty, and staff;
6. Recommend methods that increase awareness of the University's commitment to diversity;
7. Assess University diversity training and communications needs and make recommendations;
8. Develop methods to assess the University's diversity efforts; and
9. Provide annual reports to the University's Board of Trustees.

III. Update on Affirmative Action Progress

In calendar year 2015 and fiscal year 2016, the Diversity Committee found improved levels of diversity in both student body and in faculty and staff including:

- Sixty-three percent of the student body is female. This is not a significant increase, as the percentage of female students has remained consistently between 60 and 63 percent each year since 2003;
- Diversity of among students has increased. As of fall 2016, 11.1 percent of students are from diverse ethnic and cultural backgrounds, up from 8.2 percent in 2003. Interpretation of this increase can be challenging because of the "multiple race" category (required of all educational institutions) that USI now offers to incoming students as a possible response when self-identifying race/ethnicity. Also, international students are now asked to self-identify race/ethnicity; however, they are reported as an "international" category;
- The percentage of female employees (faculty and staff) has remained fairly consistent at an average of 61 percent, since 2012. For historical comparison, in 2006, the percentage of female employees was 56.8 (*Source: HR Affirmative Action Plan Workforce Analysis Summary*); and
- The percentage of minority faculty and staff dropped slightly from 9.4 percent (120 individuals) in 2014 to 8.6 percent (111 individuals) in 2015. (*Source: HR Affirmative Action Plan Workforce Analysis Summary*).

IV. Review of University Diversity Initiatives and Programs

In 2015-2016, many departments, colleges, faculty and staff members participated in a wide range of initiatives, programs, and events to promote diversity.

College of Liberal Arts

The College of Liberal Arts hosted a wide variety of diversity related events and programs during the 2015-2016 academic year. A select list of events includes:

- Day of the Dead Celebration, October 2015;
- Multilingual poetry reading, World Languages and Cultures Department, Fall 2015;
- Raul Hernandez Garrido, visiting instructor from Spain, and performance of his play, All Who Are Left in Mallette Theatre, October 2015;
- World Languages and Cultures Department also participated in after-school language programs;
- Nelson Mandela Social Justice Day, Tim Wise, Keynote Speaker, February 2016;
- Evansville Philharmonic Orchestra and College of Liberal Arts, Elijah Interfaith Discussion to promote and understand EPO's performance of Mendelsohn's "Elijah," February 2016;
- German Film Festival, February-March 2016 (films shown each Friday evening in Forum I, made possible with a grant from the Goethe Institute, Boston, MA);
- Production of "Paul Robeson" in USI Performance Center. A one-person show directed by Ron Himes of the Black Rep of St. Louis, September 2015;
- Stand Against Racism Rally, April 2016;
- Four Safe Zone Workshops were offered between October 2015 and June 2016; and
- Annual Reading of the Vagina Monologues to benefit Willow Tree Center, which raises consciousness about women's issues and supports both global and local efforts to stop violence against women. It has raised thousands of dollars over the past eight years and includes diverse voices of experiences of femininity, including the experiences of refugees, transgender women, poor women, women of color, etc.

College of Nursing and Health Professions

- The three USI Community Health Centers provide nurse managed care to underserved populations. Approximately 48 percent of the over 2,000 patients in the Community Health Center roster are from diverse populations;
- Inter-disciplinary teams of students from various majors including the DNP program, social work, occupational therapy (graduate), nursing, occupational assistant, respiratory therapy, and food and nutrition provide care to patients at the USI Community Health Centers (Glenwood, Lodge, and Cedar Hall) and at VA Clinics (Evansville and Vincennes) and create patient centered care plans. Patients are from vulnerable populations in the Evansville area or are veterans;
- Dental hygiene students provided:

- Oral cancer screenings at the Community First Health Fair and Cedar Hall Community Health Center during fall 2016, and at the Homeless Connect in spring 2016;
- Oral health education and tobacco cessation for male and female inmates at the Community Corrections Center in fall 2016;
- Oral health education and tobacco abstinence at Westbrook Evolution in fall 2016. Westbrook Evolution is a tutoring trailer for elementary and middle school students in the lowest socioeconomic class in the EVSC; and
- Free dental cleaning, fluoride and X-rays for military veterans.
- As part of the national Million Hearts Initiative to prevent heart attacks and strokes, nursing students provide cholesterol and blood pressure screenings and education for underserved populations at the Community First Health Fair, USI Health Fair, YMCA, Hope Hall, the Potter's Wheel and the USI Glenwood Community Health Center;
- Nursing students provide health screenings at Potter's Wheel, local correctional facilities, and to the African American community through the Black Barbershop Health Outreach Program;
- Occupational Therapy students conduct a Balance Screen event in conjunction with St. Mary's hospital every fall and spring with the geriatric population; and
- The Southwest Indiana-Area Health Education Center (SWI-AHEC) sponsors a summer camp promoting careers in health professions, with a target audience of middle school age kids from diverse backgrounds. SWI-AHEC also does a summer camp (Go-Viral) with the same target audience.

Pott College of Science, Engineering, and Education

- Dave Ellert, engineering coordinator for the SwISTEM Resource Center and faculty in USI's engineering department, led a group of students in the Carver Community Organization's Pathfinders program through six weeks of immersive robotics and manufacturing processes;
- SwISTEM partnered with the Evansville YWCA Diamonds program to sponsor four underrepresented minority and/or socioeconomically disadvantaged girls for the 2016 Girls Only (GO) STEM! Summer Residential Camp. Eighteen girls spent a week at USI learning about STEM careers in science, engineering, coding, and nursing;
- The Engineering Department sponsors a student chapter of the Society of Women Engineers (SWE). Students in this organization attend monthly meetings and an annual conference promoting the success of women in the engineering profession;
- Faculty members from the Mathematics and Teacher Education Departments collaborated on a summer STEM camp for K-8 students at Vogel Elementary School in summer 2016 in conjunction with the MISTE Math-Science Partnership grant. Although students across EVSC participated, targeting the Vogel district ensured participation of students from diverse socioeconomic backgrounds;
- SwISTEM and the Engineering Department helped to sponsor the Pathfinders Project through the Carver Community Organization in downtown Evansville. Underserved students, their parents, and their siblings were taught how to build and program robots downtown and on campus. The program is continuing this fall with model rocketry; and

- An exploratory team was formed to build a grant proposal for National Science Foundation (NSF) Advance grant that funds projects that focus on increasing the presence of women in the STEM fields.

Romain College of Business (RCOB)

- The Volunteer Income Tax Assistance Program (VITA) provides faculty and students with opportunities to interact with a diverse group of individuals with low to moderate incomes from our local community. Over the course of two months (early February to early April), students in the Romain College of Business provide federal and state income tax preparation services for community members who enroll in the VITA program;
- In spring 2016, students enrolled in ACCT 390 assisted 151 community members, approximately 16 taxpayers per night. Accounting students interviewed and prepared the taxes of those taxpayers who made an appointment for this service. Preparation of returns typically takes 90 minutes to two hours to complete. Students gained hands-on experience interacting with individuals from diverse backgrounds and upon successful completion of the course, are able to use tax preparation software, interview clients, research tax issues, and perform quality reviews of prepared income tax returns;
- Students in CIS 477 Applied Software Development Project developed a website for the Tri-State Chinese Culture Association. In the process of developing the website, students interacted with the members of the Tri-State Chinese Culture Association and developed an appreciation of cultural differences when establishing the scope, content, and design features of the website;
- Students in MNGT 444 – Managing Diversity in Organizations are actively engaged in exploring the challenges and opportunities associated with diversity within organizations. Twenty-five percent of the course grade is connected to diversity-related assignments and a diversity project; and
- The RCOB initiated efforts in 2015-16 to expand diversity related activities including providing website enhancements for the Evansville African American Museum and developing an entrepreneurship program for students at Caze Elementary School.

University Division

The Indiana Commission for Higher Education's ScholarCorps AmeriCorps program aims to increase 21st Century Scholar retention and success by providing on-campus programming, direct support and connecting students to various on-campus resources, information and services. Housed in University Division, the 21st Century Scholar Corp Diversity Initiatives supported and encouraged 21st Century Scholars to attend:

- The Student Involvement Fair – students learned about the diversity of different campus organizations;
- The Study Abroad Workshop – students were taught about 50 different countries and their cultures;
- The Exploring Majors and Minors Fair – students learned about the diversity of various majors offered at USI;

- Club meetings and the mentoring program – students learned about the differences and cultures of other scholars; and
- Volunteered with the LST 325 Veteran’s Breakfast – scholars encountered several diversity and cultural experiences.

Student Support Services (SSS)

SSS is a unit in University Division that provides comprehensive support services for 140 students who qualify as first generation, low income, or persons with disabilities. Objectives are to ensure students achieve timely graduation; persist from one academic year to the next; and maintain good academic standing through one-on-one mentoring, counseling, and academic initiatives. Activities and services within the program that include a diversity component are promotion of cultural events, support networks, and international programming.

SSS diversity programming activities and promotions in 2015-2016 included 18 different programs (academic/cultural/community) over 27 different days and partnered with nine different community/campus partners. A total of 140 students participated in fall programming. Example programming includes:

- SSS students attended Fiesta Evansville to learn about Latino cultural, food, music;
- Promoted and financially supported student attendance at all USI theater plays and events (i.e. Tartuffe);
- Holiday card decorating for veterans and donations for ECHO Housing Corp.; and
- Hosted a weekly book club, where students and staff read *I Am Potential*, by Patrick Henry Hughes, which discusses diversity issues relating to individuals with a disability and overcoming obstacles.

Student Affairs

Career Services and Internships

- Participated as a member of the quarterly Veterans Resource Community Breakfast with community and campus representatives;
- Presented two Smart Start salary negotiation workshops to address gender inequity in compensation;
- Presented two career development sessions during international student orientation; and
- Maintained subscriptions to the following periodicals in our career resources library: *Insight into Diversity, Careers and the Disabled, Women in Engineering, Minority Engineer, Hispanic Career World, and African-American Career World*.

Counseling Center

The Counseling Center sponsored or co-sponsored 46 campus events and activities to promote diversity, from film screenings to discussions and larger events. Topics ranged from general diversity and inclusion, to themes specific to women, African Americans, the LGBT community, and people with disabilities.

Counseling Center events of note include:

- Disability Awareness Week – an annual week-long series of events that began in 2012;
- Sexual Assault Prevention;
- The Power Hour (discussion of diverse identities, political issues, and personal experiences);
- How to Talk about Diversity;
- National Coming Out Day Celebration;
- Mental Health Screenings;
- Developing a Healthy Body-image; and
- Voices of Discovery (a seven-week intergroup dialogue program where students learn about many aspects of diversity).

Dean of Students Office (DOSO)

DOSO sponsored or co-sponsored several events including:

- Two screenings of “The Hunting Ground”, a documentary on the issue of sexual assault on university campuses with panel discussions;
- Flowers on the Lake;
- 10th Annual Walk a Mile in Her Shoes;
- Stand Against Racism;
- No More – speaker related to domestic violence and sexual assault;
- USI Just Because Campaign related to stereotypes; and
- Women’s Empowerment Week.

Housing and Residence Life (HRL)

HRL sponsored or co-sponsor a wide-variety of activities and events designed to engage and educate students living in USI housing about the broad diversity represented at USI. A sample of the activities and events include:

- Culture Nights – bimonthly programs held in Ruston Hall and hosted by the hall staff and International Programs staff. Each program focuses on a different culture and educates USI students in areas of cuisine and cultural norms;
- Social Justice Survey – Used to determine what experiences USI students are having, where students see need for improvement in specific areas of diversity education, and what they would like to learn more about;

- Ecuador Culture and Clothing Drive – sharing of information on the culture and hardships of Ecuador with a collection of clothing to be sent to residents of the country;
- Boys and Girls Club Volunteering – students volunteered and learned about the experiences of those with lower socioeconomic statuses, family life issues, and other different life experiences;
- Travel Around the World – resident Assistants (RA) from 19 apartment buildings had a different country they represented with facts and food. Students traveled from apartment to apartment learning about the countries and sampling food from those countries;
- Diversity Cupcakes – students decorate cupcakes which the toppings indicate certain identities;
- I DIP, You DIP, We DIP (**D**iversity and **I**nclusion **P**rogram) – students made tie dye socks that stood for things like religion, sexual identity, race, etc.;
- Colors of USI – An event at the Community Center where residents were asked to paint their hands with at least one, but no more than three colors of the most important identities in their lives. The mural was displayed in the Community Center and became a point of discussion with residents;
- True Colors – residents painted on canvas something that was important to them and shared what is an important part of their identities;
- Day of the Dead – residents learned about the Day of the Dead which is celebrated in many Latin American countries;
- Chinese New Year – residents learned information about Chinese New Year traditions;
- Dying to Talk – students learned about several different social justice issues through discussion, including racial diversity and LGBTQ topics; and
- Come and Chill – social program for residents from apartments and international students in Ruston Hall.

Multicultural Center

The Multicultural Center sponsored or co-sponsored 23 events and activities during the 2015-2016 academic year to promote diversity and inclusion. The initiatives centered on the following: outreach; student engagement, student/faculty engagement, and social and co-sponsorships. Two new positions were created and three job searches were conducted with a new emphasis on sharpening the focus on retention, persistence, and the graduation of students of color.

- Cultural Diversity Welcome Reception;
- Designed by Grace Callout Rally;
- College Mentors for Kids Callout Rally (outreach/co-sponsor);
- Ice Cream Social;
- Multicultural Center Cookout;
- Multicultural Center Open House;
- Women Unlocked (mentoring program);
- Multicultural Center Reunion;
- National Hispanic Heritage Month;
- Black and Brown Summit;
- USI Live at the Apollo;

- Gospel Explosion;
- Finals Food;
- Welcome Back Wednesday;
- Dr. Martin Luther King, Jr. Memorial Luncheon;
- Dinner with the Provost;
- Power Hour (co-sponsor);
- Nelson Mandela Commemoration;
- Spring Gospel Concert;
- Multicultural Center student leader and graduate recognition event;
- WEOA Radio National Hispanic Heritage Month spots; and
- WEOA Radio Black History Month spots.

Recreation, Fitness and Wellness (RFW)

RFW offers programs that promote an inclusive and safe campus community, in collaboration with other campus departments and community partners:

- Gender Violence Prevention Initiatives;
 - *Flowers on the Lake* – Domestic Violence Awareness
 - *Walk a Mile in her Shoes* – Sexual Assault Awareness
 - Stalking Awareness Month
- National Eating Disorder Awareness Week;
- *Step Up* Bystander Intervention Training for student groups;
- Free and confidential HIV Testing (monthly); and
- An annual session on diversity every August during student staff training (70 students). This year's presentation was "The One About Privilege."

Religious Life

Religious Life sponsored the following events during the past year:

- Spiritual Diversity Project – hosted interfaith dialogue as part of Welcome Week activities;
- Understanding Islam presentation;
- Campus Ministers Luncheon with the Provost; and
- Prayer Room Petition advocacy and tabling outside University Center in April.

Student Development Programs

- Activities Programming Board (APB) sponsored programs:
 - APB co-sponsored a “Respect Rally” with the Special Olympics student organization, as well as Lambda Chi Alpha and Sigma Tau Gamma. The rally featured a speaker from Indiana Special Olympics.
- Training for students:
 - Emerging Leaders Program had a diversity and inclusion session presented by two staff members from Student Development Programs and Housing and Residence Life.
 - Camp Eagle, a three-day-long camp for new freshmen, included activities on diversity awareness, including macroaggressions.
 - AMIGOS (Orientation Leaders) training includes a diversity awareness activity (Cross the Line) and a presentation on students with disabilities.
- Eagle Experience: UNIV 101 (required of all entering freshmen) included a presentation on diversity and inclusion by Dr. Sarah Stevens, CNHP Advising Center Director. This is followed up with a discussion with their UNIV 101 section and an AMIGO and Resident Assistant.

The Veteran, Military and Family Resource Center

The VMFRC is housed in Outreach and Engagement, serves USI’s Veteran and dependent community with services in education, job placement, behavioral health, and community outreach. Campus services include assistance with Department of Veteran Affairs education benefits; peer-to-peer counseling; and referrals for counseling with financial, vocational, and academic issues.

The VMFRC has been recognized throughout the community for its programs and support of veterans and has received the following recognitions:

- National *2016 Seven Seals Award* from the Indiana Employee Support of the Guard and Reserve (ESGR) recognizing the work of USI’s Veteran, Military, and Family Resources Center (VMFRC), Career Services and Internships, and the entire campus for career development support to veterans, current military, and their family members;
- Hosted the 2016 Veterans Administration (VA) Mental Health Summit, which provided a professional development opportunity for 130 veterans’ mental health caregivers and community partners. The learning environment focused on suicide prevention in the veteran population and building a suicide safe community;
- VMFRC continues to partner with the USI Dental Hygiene Clinic to offer free dental events for military veterans. This service has received national media attention and continues to grow each year. USI served 50 veterans in 2015 and 75 veterans in 2016; and
- USI has 365 enrolled veterans and family members of veterans (i.e. 171 veterans; 194 dependents).

Disability Awareness Week – Spring 2015 Event Summary

- *Disability Awareness Panel: Uncovering Hidden Differences.* What is it like to experience discrimination for invisible parts of your identity? How is the experience of discrimination unique for people whose differences are not immediately visible to others? This panel discussion event worked to challenge myths about disability and other types of difference and helped participants to think about what it is like to be an "invisible minority";
- *Getting the Gadget Edge: Using Technology to Stay on Top of Everything Life Throws at a College Student!* Disability Awareness Guest Speaker: Wade Wingler, Director of Assistive Technology for INDATA (Indiana Assistive Technology Act);
- *A Photographic Journey through an Inaccessible World!* An interactive presentation by USI's ADA Coordinator, took the audience on a return trip through a photographic journey that provided the opportunity to identify common examples of inaccessibility in real-world settings;
- *Therapy Dogs and Service Animals: What's the Difference?* Taught students about the difference and de-stressed by playing with a therapy dog; and
- *Rare Disease Student Discussion Panel:* USI students spoke about the challenges they have faced living with a rare disease.

Procurement – USI Business Office

- In August 2015, an event for minority and female-owned businesses co-sponsored by USI with the Mid-States Minority Supplier Development Council was held in the University Center. The event featured a luncheon, group meetings with vendors on how to do business with USI as well as opportunities for one-on-one meetings between the participating vendors and USI Buyers;
- On October 26, 2016 the Procurement Department hosted an event titled "Diverse Business Alliance: Southwest Business Connection." This event, sponsored by the Southwest Indiana Chamber of Commerce, gave an opportunity for minority-owned companies to meet with majority owned companies. Companies participating in the event included USI, Skanska, Mead Johnson and Old National Bank. The event had over 80 participants; and
- Procurement participated in the Mid-States Minority Supplier Development Corporation's Business Opportunity Fair in Indianapolis. There were several face-to-face discussions between potential suppliers and Dan Martens, director of Procurement Services.

The Diversity Committee looks forward to continuing its liaison efforts with the University diversity initiatives and its work on the Committee's objectives in 2016-2017.

ABSTRACT

Bachelor of Science in Health Informatics and Information Management To be offered on-campus by the University of Southern Indiana, Evansville, Indiana

Consistency with Institution's Mission:

The proposed Bachelor of Science in Health Informatics and Information Management program supports the University of Southern Indiana's mission to "provide leadership to Indiana and the region" and be "an engaged learning community advancing education and knowledge, enhancing civic and cultural awareness, and fostering partnerships through comprehensive outreach programs. We prepare individuals to live wisely in a diverse and global community."¹

Relation to Institution's Strategic and/or Academic Plan:

The proposed Bachelor of Science in Health Informatics and Information Management program fits the University of Southern Indiana's strategic plan by meeting the needs and goals of the community as well as the Health Informatics and Information Management profession. The proposed program will prepare graduates to become efficient and competent leaders in community and in the field of Health Information Technology through the advancement of higher levels of education. The program will also enhance experiential learning opportunities by providing community engagement through service learning, real work experience, and organizational involvement. Recognizing the fact that area professionals prefer easily assessable options to further their undergraduate career, the proposed program will promote accessibility by providing more flexible ways to earn a degree by increasing distance education opportunities.

Curriculum:

The proposed program will require 120 credit hours with 48 hours required in discipline-specific courses. The remainder of the credit hours will be completed as core/pre-requisite courses required by the University and/or program. The degree completion students will be required to complete the same 48 hours of discipline-specific courses which will more than meet the USI requirement of 30 hours of credit completed from this university. An individual assessment of transcripts will be completed for each student to ensure core and pre-requisite expectations are met.

Employment Possibilities:

On a national level, employment of health information technicians alone is expected to grow 15 percent from 2014 to 2024, much faster than the average for all occupations. The Indiana Department of Workforce Development's Strategic Research and Development Division states, "the employment of medical records and health information technicians is projected to grow 23 percent in Indiana, 12 percent in Illinois, and 25 percent in Kentucky."² In addition, the University of Southern Indiana Career Services and Internships Office surveyed employers and analyzed job postings in health informatics using an institutional subscription to www.CareerShift.com as well as jobs listed on www.monster.com. The need for skilled workers in the health informatics and information management field is apparent. Listed below are open positions accessed via www.monster.com on April 22, 2016:

- health informatics specialist – 119 available jobs in Indiana and 603 available within a 200-mile radius from Evansville, Indiana;
- clinical informatics specialist – 35 available jobs in Indiana and 195 available within a 200-mile radius from Evansville, Indiana;
- clinical analyst – 16 available jobs in Indiana and 74 available within a 200-mile radius from Evansville, Indiana;

¹ <https://www.usi.edu/about/mission-vision>

² Indiana Department of Workforce Development Strategic Research & Development Division
(http://www.hosierdata.in.gov/dpage.asp?id+39&view_number+2&menu_level+&panel_number+2)

- informatics nurse – 55 available jobs in Indiana and 105 available within a 200-mile radius from Evansville, Indiana; and
- clinical informatics manager – 25 available jobs in Indiana and 65 available within a 200-mile radius from Evansville, Indiana.

The University of Southern Indiana graduates with degrees in health informatics and information management will be able to work as: clinical information systems redesign specialists; health care data analysts; health information management specialists; clinical informatics specialists; clinical applications specialists and managers; EMR and health informatics technology project managers; health informatics technical and software support specialists; health informatics technology systems implementation experts and administrators; and health informatics privacy and security specialists.

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Ann C. Fowler
Katie M. Fuchs
Lindsay E. Galloway
Kendle L. Gibbs
Stefanie H. Gresham
Haley E. Gudorf
Molly M. Hendricks
Brittany N. McCoy
Danielle S. Newton
Savanna J. Ridenour
Jessica E. Roller
Vanessa A. Rust
Stephanie L. Schutte
Casey J. Shirk
Hannah N. Smith
Karina E. Speth
Hope E. Thompson
Danielle E. Uessler
Allison Wingate

**ROMAIN COLLEGE OF
BUSINESS
CERTIFICATE**

Kaitlyn R. Spindler

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “License”) is made and entered into as of the 17th day of November, 2016 (the “Effective Date”), by and between **SOUTHERN INDIANA HIGHER EDUCATION HOLDINGS, LLC**, an Indiana limited liability company, by UNIVERSITY OF SOUTHERN INDIANA FOUNDATION, its sole member, with offices at 8600 University Blvd., Evansville, Indiana (“**SIHE**”), and **UNIVERSITY OF SOUTHERN INDIANA**, an Indiana public university with offices at 8600 University Blvd., Evansville, Indiana (“**USI**”).

WITNESSETH THAT:

WHEREAS, SIHE owns certain real estate situated in Vanderburgh County, Indiana, which real estate is approximately 759 acres more or less and is more particularly described in the attached Exhibit “A” incorporated herein by this reference, subject to any and all existing leases, easements, conditions, restrictions, reservations and protective covenants of record affecting said real estate (“**Real Estate**”); and

WHEREAS, on October 16, 2009 SIHE granted the Board of Commissioners of Vanderburgh County, State of Indiana an easement and right of way over a portion of the Real Estate for the purpose of construction, reconstruction, maintenance, operation and repair of a bicycle and pedestrian trail, the initial term of such easement being for a period of forty (40) years running from March 1, 2007 through February 28, 2047 and renewable in successive ten (10) year terms so long as on the last day of the applicable term the easement is being used as a bicycle and pedestrian trail, all as more particularly set forth in that certain Correction Bicycle and Pedestrian Trail Easement recorded October 23, 2009 as Instrument Number 2009R00028446 in the Office of the Recorder of Vanderburgh County, Indiana (“**Bicycle and Pedestrian Trail Easement**”), a copy of which is attached and incorporated herein as Exhibit “B”;

WHEREAS, on September 20, 2012 SIHE authorized USI to construct, develop, and operate an ecological preserve and wetlands learning and educational center on the Real Estate, including but not limited to the study, restoration and enhancement of wetland and buffer habitat through hydrology enhancement and reintroduction of native wetland plant species, and further including the construction of any structures, fixtures or improvements deemed necessary or appropriate by USI to enhance the purpose of the ecological preserve and wetlands learning and educational center, including, but not limited to, shelter houses, rest areas, education centers, classrooms, conservation stations, recreational facilities, hiking and bicycle trails, footbridges, walkways, access roads, signage, fencing, and parking areas (collectively “**Ecological Preserve, Learning and Educational Center**”);

WHEREAS, for approximately five (5) years prior to September 20, 2012 and since such time USI has openly and continuously utilized the Real Estate as an Ecological Preserve, Learning and Educational Center and to support and advance the scientific and educational purposes of the biology department, environmental sciences department, geology department, and other divisions and departments of USI, including but not limited to biological and species surveys, environmental quality research, evaluation of agricultural areas as experimental wetlands, habitat studies, evaluation of variation in plant and animal communities, effect of upstream urbanization on stream flow characteristics, impact of changes in light regime to surrounding forestland, and field observations in vertebrate biology, ichthyology, ecology, environmental science, geomorphology, and environmental geology;

WHEREAS, SIHE and USI desire to memorialize their agreement concerning the use of the Real Estate for an Ecological Preserve, Learning and Educational Center by SIHE granting USI a license to enter upon and utilize the Real Estate for such Ecological Preserve, Learning and Educational Center purposes;

NOW, THEREFORE, the parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference, and further agree as follows:

1. **License.** Subject to the rights of SIHE as the fee owner of the Real Estate and the Board of Commissioners of Vanderburgh County, Indiana as set forth in the Bicycle and Pedestrian Trail Easement, SIHE hereby grants to USI, its agents, employees, invitees and representatives (collectively “**USI Representatives**”), a non-exclusive license to enter upon and utilize the Real Estate for purposes of constructing, developing, operating and maintaining an Ecological Preserve, Learning and Educational Center (collectively “**Licensed Activities**”) as USI may determine necessary or desirable in the exercise of its reasonable discretion and all in accordance with the terms of this License.
2. **Term.** The license granted hereunder shall be effective as of the Effective Date and expire on the date that is five (5) years thereafter (hereinafter the “**Term**”). Thereafter, the term of this License shall automatically renew for successive five (5) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this License.
3. **Authorized Activity; Disclaimer of Warranty; Risk of Loss.** SIHE is granting this license to USI for the sole purpose of the Licensed Activities during the term of this License; subject, however, to such reasonable rules, restrictions and guidelines as SIHE may from time to time impose to protect its rights, title and interest in the Real Estate. USI agrees and acknowledges that it shall not engage in any other activities with respect to the Real Estate unless specifically authorized by SIHE in writing. USI acknowledges that SIHE has not investigated the Real Estate to determine the suitability thereof for the Licensed Activities and USI shall be responsible for identifying any hazards or unsafe conditions on the Real Estate and correcting such conditions or erecting suitable warnings and/or barriers to such hazards as it relates to the Licensed Activities hereunder. USI agrees to use all reasonably prudent and safe practices while utilizing the Real Estate. USI will be solely responsible for all Licensed Activities conducted on the Real Estate and to the maximum extent permitted by law, the Licensed Activities shall be at the sole risk of USI. All property placed on the Real Estate by USI, or USI Representatives, shall be at the sole and only risk of USI and/or those claiming by, through or under USI, and SIHE shall not be responsible to USI, nor USI Representatives for any damage or loss thereof. All Licensed Activities shall be at the sole cost and expense of USI.
4. **Minerals.** Nothing herein contained shall be construed as SIHE waiving, releasing or relinquishing any right, title or interest of SIHE in and to any oil, gas, coal, coalbed methane, coal mine methane and other minerals of whatsoever nature, including all minerals mixed therewith or removable in connection therewith, in solid, liquid or gaseous form lying in, on and under the Real Estate (collectively “**Minerals**”) or SIHE’s right to exploit, develop or produce such Minerals, including to pool or utilize the Minerals with other lands located outside the boundaries of the Real Estate.
5. **Taxes and Assessments.** USI shall pay all real property taxes and special assessments upon the Real Estate, if any, which become due and payable during the Term or any extended term(s) of this License which are due to or result from the Licensed Activities. In addition, USI agrees to pay all personal property taxes assessed against any of USI’s property located on the Real Estate, if any. SIHE shall advise USI of such taxes and assessments and USI shall make such payments directly to the appropriate taxing authority before the same become delinquent or any penalty imposed for their nonpayment, and shall provide to SIHE, upon request, receipts or other appropriate evidence establishing payment thereof.
6. **Signs.** USI may affix such signs to the Real Estate as it deems necessary or desirable to identify the Licensed Activities. All signage shall comply with all applicable zoning ordinances and other governmental regulations ordinances and requirements.
7. **Damage Caused by USI.** USI shall be obligated to reimburse SIHE on demand for the cost of any repairs to the Real Estate necessitated by the negligent, intentional, willful or unlawful acts of USI or USI Representatives.
8. **Alterations and Additions.** No permanent addition, improvement, or installation to the Real Estate shall be made or permitted to be made by USI without prior written consent of SIHE. Upon receiving such written consent, USI shall be responsible for payment of any and all costs associated in any way with the design, construction, and completion of such addition, improvement or installation, as well as all upkeep, maintenance and repairs thereon. Unless otherwise agreed by the parties, all such additions, improvements, and installations which may be made to the Real Estate shall become the property of SIHE. USI shall not permit any mechanic’s or materialmen’s liens to be filed against the Real Estate by reason of work, labor, services or materials supplied or claimed to have been supplied to USI.

9. **Condemnation.** If the entire Real Estate shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then and in that event, the term of this License shall cease and terminate from the date of possession of the Real Estate by such condemning authority, and USI shall have no claims against SIHE for the value of any unexpired term of said License. In the event of a taking or condemnation of only a part of the Real Estate leaving the remainder of the Real Estate in such location and in such form, shape or size as to be used effectively and practicably in the good faith opinion of USI for the purpose of the Licensed Activities, this License shall terminate only as to the portion of the Real Estate so taken or transferred as of the date title to such portion vests in the condemning authority.

10. **Liability Insurance.** USI agrees that it will at all times during the term of this License and at USI's sole cost and expense, provide and keep in full force and effect a broad form policy of comprehensive commercial general liability insurance on an occurrence basis issued by a carrier satisfactory to SIHE and licensed to do business in the State of Indiana with a Best's Insurance Guide Rating of A, insuring against liability with respect to property damage, death or personal injury sustained by USI and/or USI Representatives upon the Real Estate in performance of the Licensed Activities or otherwise in its use of the Real Estate, with an endorsement to such policy(ies) naming SIHE as an additional insured on such policy(ies). Such insurance policy or policies shall be maintained on the minimum basis of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000) for property damage arising out of any one occurrence. SIHE reserves the right to require reasonable increases in the limits of coverage from time to time during such time that the Licensed Activities occur on the Real Estate. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by SIHE as to the Licensed Activities. A certificate of said insurance, together with proof of payment of the premium thereof, shall be delivered to SIHE as requested from time to time.

11. **Environmental Matters.**

(a) USI hereby agrees that USI and USI Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Real Estate, or transport to or from the Real Estate, any "Hazardous Materials" without the prior written consent of SIHE (which SIHE may withhold in its discretion). To the extent such consent is granted, USI must demonstrate to SIHE's reasonable satisfaction that such Hazardous Materials are necessary and useful to the Licensed Activities and are used, kept, stored and disposed of in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about the Real Estate, including the provision of annual documentation evidencing same. Further, at all times, USI and USI Representatives shall comply with Federal and State guidelines regarding the use, handling, storage and disposal of Hazardous Materials. Furthermore, USI shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use of any such Hazardous Materials on the Real Estate. USI shall maintain information on all such Hazardous Materials for the review and inspection of SIHE.

(b) As used in this paragraph, the term "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, hydrocarbons, radioactive materials, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Indiana or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Federal Water Pollution Control Act, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Toxic Substance Control Act, Federal Insecticide Fungicide Rodenticide Act and Occupational Safety and Health Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; all corresponding and related State of Indiana and local Statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

(c) USI SHALL INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO SIHE), PROTECT, AND HOLD SIHE, AND EACH OF SIHE'S EMPLOYEES, AGENTS, ATTORNEYS, SHAREHOLDERS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, PENALTIES, FORFEITURES, SETTLEMENTS, JUDGMENTS, FINES, DAMAGES, LOSSES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS THROUGH LITIGATION AND ALL APPEALS) RESULTING FROM DEATH OF OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER, ARISING FROM OR CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY (A) ANY CONTAMINATION OF THE REAL ESTATE CAUSED BY THE ACT OR OMISSION OF USI OR USI REPRESENTATIVES, (B) USI'S FAILURE TO COMPLY WITH ANY HAZARDOUS MATERIALS LAWS WITH RESPECT TO THE REAL ESTATE, OR (C) A BREACH OF ANY COVENANT, WARRANTY OR REPRESENTATION OF USI UNDER THIS SECTION. USI'S OBLIGATIONS HEREUNDER SHALL INCLUDE, WITHOUT LIMITATION, AND WHETHER FORESEEABLE OR UNFORESEEABLE, ALL COSTS OF ANY REQUIRED OR NECESSARY INVESTIGATION, REPAIR, REMOVAL, RESTORATION, CLEAN-UP OR DETOXIFICATION OR DECONTAMINATION OF THE REAL ESTATE, AND THE PREPARATION AND IMPLEMENTATION OF ANY CLOSURE, REMEDIAL ACTION OR OTHER REQUIRED PLANS IN CONNECTION THEREWITH AND ANY PERMANENT AND MATERIAL DIMINUTION OF THE VALUE OF THE REAL ESTATE, INCLUDING ANY LOSS OF USE OF ANY IMPROVEMENTS ON THE REAL ESTATE, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEY FEES, CONSULTANT FEES, AND EXPERT FEES WHICH ARISE AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF SIHE BY USI INCLUDES WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEAN UP REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION. FOR PURPOSES OF THE INDEMNITY PROVISIONS HEREOF, ANY ACTS OR OMISSIONS OF USI OR USI REPRESENTATIVES OR OTHERS ACTING FOR OR ON BEHALF OF USI (WHETHER OR NOT THEY ARE NEGLIGENT, INTENTIONAL, WILLFUL OR UNLAWFUL) SHALL BE STRICTLY ATTRIBUTABLE TO USI.

12. **INDEMNIFICATION AND LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, USI HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND AND SAVE SIHE, ITS AGENTS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AND ATTORNEYS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, ACTIONS, FINES, PENALTIES, DEMANDS, DAMAGES, LIABILITY AND EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS THROUGH LITIGATION AND ALL APPEALS, INCURRED OR SUFFERED BY SIHE TO THE EXTENT PROXIMATELY CAUSED BY: (I) ANY OCCURRENCE IN, UPON, AT OR ABOUT THE REAL ESTATE WHICH RELATE TO THE LICENSED ACTIVITIES, BUT ONLY IF SUCH INJURY, DEATH OR DAMAGE HAS NOT BEEN CAUSED BY OR IS THE RESULT OF AN ACT OR OMISSION OF SIHE, ITS AGENTS, INVITEES AND EMPLOYEES, OR ANY FAILURE BY SIHE TO PERFORM ITS OBLIGATIONS HEREUNDER; (II) THE OCCUPANCY, USE, CONSTRUCTION UPON AND MAINTENANCE OF THE REAL ESTATE BY USI AND USI REPRESENTATIVES, AND ANY PARTY ACTING BY, THROUGH OR UNDER ANY OF THEM; (III) THE OPERATION OF THE LICENSED ACTIVITIES; (IV) ANY FAILURE BY USI TO PERFORM ANY OF THE OBLIGATIONS, TERMS, COVENANTS OR CONDITIONS OF THIS LICENSE REQUIRED TO BE PERFORMED BY USI; (V) ANY FAILURE BY USI TO COMPLY WITH ANY STATUTES, ORDINANCES, REGULATIONS, OR ORDERS OF ANY ENTITY; AND (VI) ANY ACT OR FAILURE TO ACT, OCCASIONED WHOLLY OR IN PART BY USI OR USI REPRESENTATIVES OR ANY OTHER PERSON. THE FOREGOING INDEMNITY IS IN ADDITION TO, AND NOT IN SUBSTITUTION OF, ANY OTHER INDEMNITIES CONTAINED IN THIS LICENSE. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE. SAID INDEMNITY AND HOLD HARMLESS OBLIGATIONS OF USI SHALL APPLY REGARDLESS OF WHETHER OR NOT IT IS ALLEGED THAT THE CLAIM IS BASED UPON THE CONDITION OF THE REAL ESTATE OR THAT SIHE IN ANY WAY CONTRIBUTED TO SAID CLAIMS; PROVIDED, HOWEVER, LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY SIHE FOR SIHE'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. THIS PROVISION SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. **Right to Confirm Licensed Activities.** At all times SIHE and its employees, agents, invitees and representatives shall have the right inspect the Real Estate to confirm that USI is complying with its obligations hereunder.
14. **Compliance with Laws.** USI shall comply with all laws, orders, ordinances, regulations and rules of all governmental authorities having jurisdiction, and shall not permit any nuisance nor any disreputable or hazardous activities with respect to the Licensed Activities.
15. **Breach by USI.** Should USI at any time fail to do any of the things required to be done by USI under the provisions of this License, and should continue for thirty (30) days after written notice thereof from SIHE to USI specifying the particulars, SIHE, at its option, and in addition to any and all other rights and remedies of SIHE in such event, may (but shall not be required to) do the same or cause the same to be done, and USI covenants and agrees thereupon to reimburse SIHE in connection therewith, upon demand, with interest at the rate of eight percent (8%) per annum. Upon the occurrence of any such event SIHE may, at SIHE's option, in addition to any other remedy or right SIHE has hereunder, by law or in equity, revoke this License at any time upon the date specified in a notice to USI. USI's liability for damages shall survive such revocation, as well as SIHE may remove all USI property from the Real Estate and such property may be removed and stored at the cost of USI.
16. **Prohibition on Assignment.** Notwithstanding any provision in this License to the contrary, in no event shall USI or its successors and assigns transfer or assign in any manner whatsoever its rights under this License.
17. **Notices.** All notices to be given under this License shall be in writing, and shall be deemed to have been given and served when delivered in person, by UPS (or similar overnight carrier), via facsimile transmission, or by United States Mail, postage pre-paid to the addressee at the address first above written or such other address as either party may have last specified by written notice to the other party.
18. **Authority.** Each party represents to the other that it has the full power, right and authority to enter into this License Agreement.
19. **Interpretation.** This License represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. This License shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties. In the event that any of the provisions of this License shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this License shall remain in full force and effect. In the event that ambiguity exists or is deemed to exist in any provisions of this License, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this License. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. No statement, action, or omission of either of the parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, during the continuation of any such breach shall constitute a waiver of any such breach or any such agreement, term or condition. In the event of any legal action or claim between the parties hereto involving this License or the respective rights of the parties hereunder, the party who does not prevail in such shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred by the prevailing party. As used herein the term 'prevailing party' shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. This License may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this License may be signed by electronic transmission in portable document format or facsimile transmission and shall be deemed to be original signatures. Except as otherwise specifically provided in this License, all representations, warranties and indemnities of USI and SIHE under this License shall survive the expiration or sooner termination of this License. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

20. **Recordation.** This instrument, or a short form or memorandum hereof, shall be recorded in the office of the Clerk of Vanderburgh County, Indiana, or in any other public records.

IN WITNESS WHEREOF, SIHE and USI have duly executed this License on the dates set forth below, effective as of the date first written above.

**SOUTHERN INDIANA HIGHER
EDUCATION HOLDINGS, LLC**

**UNIVERSITY OF SOUTHERN INDIANA
an Indiana public university**

By: **UNIVERSITY OF SOUTHERN INDIANA
FOUNDATION, its sole member**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

“SIHE”

“USI”

Date: November 17, 2016

Date: November 17, 2016

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, came **Southern Indiana Higher Education Holdings, LLC**, an Indiana limited liability company, by University of Southern Indiana Foundation, its sole member, by _____, its _____, for and on behalf of said entity, who acknowledged the execution of the foregoing License Agreement to be the authorized and voluntary act and deed of said entity. WITNESS MY HAND AND SEAL this 17th day of November, 2016.

Signature of Notary Public

County of Residence

Printed Name of Notary Public

Date Commission Expires

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, came the **University of Southern Indiana**, an Indiana public university, by _____, its _____, for and on behalf of said entity, who acknowledged the execution of the foregoing License Agreement to be the authorized and voluntary act and deed of said entity. WITNESS MY HAND AND SEAL this 17th day of November, 2016.

Signature of Notary Public

County of Residence

Printed Name of Notary Public

Date Commission Expires

Cross Reference: Instrument Number 2008R00018041
 Instrument Number 2009R00028446

THIS INSTRUMENT PREPARED BY: Shannon S. Frank, Kahn, Dees, Donovan & Kahn, LLP, 501 Main St.,
Suite 305, Evansville, Indiana 47708, Telephone (812) 423-3183.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law. Shannon S. Frank

Exhibit "A"

(Legal Description")

Cross Reference: Instrument Number 2008R00018041

The following tracts of real estate are described as certain enumerated parcels in the Special Corporate Warranty Deed from Southern Indiana Higher Education, Inc. to Southern Indiana Higher Education Holdings, LLC recorded June 27, 2008 as Document No. 2008R00018041 in the office of the Recorder of Vanderburgh County, Indiana, as described below:

PARCEL 3

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, Vanderburgh County, Indiana, described as follows:

Commencing at a point on the North line of said Half Quarter Section One Hundred Eighty-two and Forty-one Hundredths (182.41) feet East of the Northwest corner thereof, thence South 6 degrees 16 minutes 45 seconds West Two Hundred Thirty-nine and Sixty-seven Hundredths (239.67) feet, thence South 87 degrees 49 minutes 45 seconds East One Hundred Eighty-three and Twenty-two Hundredths (183.22) feet, thence North 6 degrees 16 minutes 45 seconds East Two Hundred Thirty-two and Sixty-three Hundredths (232.63) feet to the center of Lower Mt. Vernon Road, thence North 83 degrees 34 minutes 45 seconds West along the centerline of Lower Mt. Vernon Road One Hundred Forty-six and Ninety-two Hundredths (146.92) feet to the intersection of the North line of said Half Quarter Section, thence South 85 degrees 50 minutes 45 seconds West along the North line Thirty-six and Four Tenths (36.4) feet to the place of beginning.

ALSO, Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, Vanderburgh County, Indiana, described as follows:

Beginning at a point in the center of the Lower Mt. Vernon Road, which point is located by commencing at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line of said Half Quarter Section Two Hundred Eighteen and Eighty-one Hundredths (218.81) feet to the center of said road, thence South 83 degrees 34 minutes 45 seconds East along said centerline One Hundred Forty-six and Ninety-two Hundredths (146.92) feet to said place of beginning, thence South 6 degrees 16 minutes 45 seconds West Two Hundred Thirty-two and Sixty-three Hundredths (232.63) feet, thence South 87 degrees 49 minutes 45 seconds East Ninety-seven and Thirteen Hundredths (97.13) feet, thence North 2 degrees 10 minutes 15 seconds East Two Hundred Twenty-six and Sixteen Hundredths (226.16) feet to the center of said road, thence North 83 degrees 34 minutes 45 seconds West along said centerline Eighty and Seventy-one Hundredths (80.71) feet to the place of beginning.

EXCEPTING therefrom, all oil and gas, and other minerals together with right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing, handling, transporting and marketing the same therefrom.

PARCEL 4

The East Half of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, except therefrom that part of the above described tract conveyed by Thomas McGlone, unmarried to Julius Steinkamp and Louise Steinkamp, his wife, by Warranty Deed dated October 27, 1947 and recorded October 27, 1947 in Deed Record 287 at page 549 thereof.

ALSO Except therefrom that part of the above described tract conveyed by Thomas McGlone, unmarried to Leo H. Richter and Grace A. Richter, husband and wife, by Warranty Deed dated November 16, 1955 and recorded November 16, 1955 in Deed Record 379 at page 133 thereof.

ALSO, the co-use of a certain right of way 15 feet wide as established and commencing on the North line of the East Half of the Northwest Quarter of said section at the Lower Mt. Vernon Road, thence South to the Southeast corner thereof, thence Southeast so as to strike the East line of the East Half of the Southeast

Quarter of said section at a point 40 rods South of the Northeast corner of said East Half of the Southwest Quarter of Section Five, Township Seven South, Range Eleven (11) West.

PARCEL 5

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at a point in the center of the Lower Mt. Vernon Road, which point is located by beginning at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line thereof One Thousand Sixty-four and Eight Hundredths (1064.08) feet, thence South Sixty-three and Fifty-one Hundredths (63.51) feet to the aforesaid place of beginning, thence South Two Hundred Sixty-four (264.0) feet, thence East One Hundred Forty-five and Forty-one Hundredths (145.41) feet, thence North Three Hundred Thirty-seven and Seventy-four Hundredths (337.74) feet to the center of Lower Mt. Vernon Road, thence along the center of Lower Mt. Vernon Road South 62 degrees 08 minutes West One Hundred Thirty-six and Twenty Hundredths (136.20) feet, thence along said centerline South 68 degrees 02 minutes West Twenty-six and Ninety-eight Hundredths (26.98) feet to the place of beginning.

Subject to Twenty-five (25) feet off the west side for roadway.

Also subject to the right-of-way of Lower Mt. Vernon Road.

EXCEPTING THEREFROM all oil, gas and minerals as reserved in a certain Warranty Deed recorded April 6, 1965 in Deed Record 475, as page 117 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 6

The West Half of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

ALSO, the co-use of a right of way Fifteen (15) feet in width located and established as commencing on the North line of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West at the Lower Mt. Vernon Road thence South to the Southeast corner thereof.

EXCEPTING the oil and gas rights thereof together with the right to remove the same for a period of fifteen years from date of conveyance and as long thereafter as oil or gas is being produced from the well or wells now producing on said land or from wells that may be drilled and completed as producing wells during said fifteen year period.

PARCEL 7

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at a point in the center of the Lower Mt. Vernon Road, which point is located by beginning at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line thereof Seven Hundred Fourteen and Twenty-five Hundredths (714.25) feet, thence South Eighty-eight and Fifty-eight Hundredths (88.58) feet to the aforesaid place of beginning, thence North 86 degrees East along the chord of the curve of said road Two Hundred Six and Ninety-nine Hundredths (206.99) feet to a point which is Ninety-three and Seven Tenths (93.7) feet South of the North line of said Half Quarter Section, thence South Two Hundred Twenty-three and Fifty-seven Hundredths (223.57) feet, thence West Two Hundred Six and Forty-nine Hundredths (206.49) feet, thence North Two Hundred Nine and Fourteen Hundredths (209.14) feet to the place of beginning.

EXCEPTING therefrom, all oil and gas, together with right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing,

handling, transporting and marketing the same therefrom.

Subject to the right-of-way of Lower Mt. Vernon Road.

PARCEL 8

The West Half of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, and the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

EXCEPTING THEREFROM, all that parcel of real estate described in Deed Record 307, page 306, from George J. Steinkamp and Sarah A. Steinkamp, his wife, to Patrick Leo Steinkamp, recorded September 7, 1949 in the office of the Recorder of Vanderburgh County, Indiana

ALSO EXCEPTING THEREFROM, that part conveyed to Francis Joseph Steinkamp and Eileen R. Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated March 15, 1965, recorded March 16, 1965 in Deed Record 474, page 312, that part conveyed to Laura Amelia Dick and Victor Dick, wife and husband, as tenants by the entireties, by Warranty Deed dated April 2, 1965, recorded April 6, 1965 in Deed Record 475, page 118, that part conveyed to Patrick Leo Steinkamp and Rita Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated April 2, 1965 and recorded April 6, 1965 in Deed Record 475, page 120, and that part conveyed to Patrick Leo Steinkamp and Rita Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated November 30, 1965, recorded June 27, 1966 in Deed Record 491, page 45, all in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM that part conveyed to Indiana State University-Evansville Foundation, Inc., dated June 15, 1981 and recorded August 27, 1981 in Deed Drawer 1, card 4502.

EXCEPTING THEREFROM all oil and gas, together with the right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing, handling, transporting and marketing the same therefrom.

PARCEL 9

Part of the Northeast Quarter of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Quarter Quarter Section, running thence West along the North line of said Quarter Quarter Section Two Hundred Twenty (220) feet, thence South Four Hundred Sixty-eight (468) feet, thence East Two Hundred Twenty (220) feet to the East line of said Quarter Quarter Section, thence North Four Hundred Sixty-eight (468) feet to the place of beginning.

A strip Sixty (60) feet in width off of the North end and a strip Sixty (60) feet in width off of the East side of said real estate is subject to use for highway purposes.

PARCEL 10 - Tract A (Partial)

Only that part of the West Half of the Southwest Quarter of Section Thirty-two (32), Township Six (6) South, Range Eleven (11) West lying South of Broadway Avenue.

PARCEL 10 - Tract C (As modified)

The West Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

EXCEPTING a part of the Southwest Quarter of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, more particularly described as beginning at the Southwest

corner of said Quarter Quarter Section and running thence North along the West line of said Quarter Quarter Section to a point in the center line of the Bayou Creek Road, thence in a Southeasterly direction along the center line of said road to its intersection with the South line of said Quarter Quarter Section, thence West along the South line of said Quarter Quarter Section to the Southwest corner of said Quarter Quarter Section to the place of beginning.

ALSO EXCEPTING that Part of the West Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West located North of Broadway Avenue, and being a part of the real property conveyed to the University of Southern Indiana by Special Warranty Deed recorded December 9, 2012 as Document No. 2010R00030502 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 10 - Tract D

Part of the East Half of the Southeast Quarter of Section Thirty-two (32), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Half Quarter Section; thence East, along the South line thereof, Six (6) chains to the center of the Nurrenbern Road, thence North 10 degrees West, along the center of said road, Twenty-three and Three Tenths (23.3) chains to the center of the Lower Mt. Vernon Road; thence South 28 degrees West, along the center of said Lower Mt. Vernon Road, Four and Three Tenths (4.3) chains to a point on the West line of said Half Quarter Section; thence South, along said West line, Nineteen and Sixteen Hundredths (19.16) chains to the place of beginning.

PARCEL 12

All that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) in Vanderburgh County, Indiana, lying West of the center line of the Nurrenbern Road.

PARCEL 13

The Northwest Quarter of the Southwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West. EXCEPT, however, the following:

The right of way reserved by Henry Henricks, Sr., by deed dated June 24, 1865, recorded in Deed Record 17, page 176, and

The tract of land conveyed by Fronie Schmidt, a widow and unmarried, to Indiana Bell Telephone Company by deed dated February 13, 1964 and recorded in Deed Record 461, at page 591; all deeds recorded in the office of the Recorder of Vanderburgh County, Indiana.

ALSO, The East Half of the Southeast Quarter of Section Six (6), Township Seven (7) South, Range Eleven (11) West.

ALSO, That part of the West Half of the Southeast Quarter of Section Six (6), Township Seven(7) South, Range Eleven (11) West, more particularly described as follows:

Beginning at a point Eight and Fifteen Hundredths (8.15) chains South of the Northeast corner of said Half Quarter Section and running thence South Thirty-one and Eighty-five Hundredths (31.85) chains to the South line of said Quarter Section; thence West Nine and Twenty-six Hundredths (9.26) chains; thence North Twenty-eight (28) chains, thence West Three and Eighty-two Hundredths (3.82) chains to the center of the Evansville and Mt. Vernon Road; thence along said road to a point due West of the place of beginning; and thence East Ten and Fifty-three Hundredths (10.53) chains to the place of beginning; EXCEPT, however, that part of said last described tract conveyed by George Schmidt and Fronie Schmidt, husband and wife, to Fredrick J. Rueger by Warranty Deed dated July 15, 1937 and recorded in Deed Record 195, page 188.

ALSO EXCEPT a one-half interest in oil, gas and other minerals conveyed to Eli G. Huber and Lydia J. Huber, husband and wife by Mineral Deed dated June 22, 1951 and recorded May 7, 1959 in Deed Record 414, page 336 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 15

The West Half of the Northwest Quarter of Section Four (4), Township Seven (7) South, Range Eleven (11) West, and the West Half of the Southwest Quarter of Section Four (4), Township Seven (7) South, Range Eleven (11) West.

ALSO, Sixty acres being in a quadrangle form off of the South end of the East Half of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West. Also, a certain right to an open wagon road at least twelve (12) feet in width more particularly described in the deed of conveyance to Barney Nurrenbern and recorded in Deed Record 19 at page 346 in the records of the Recorder's Office of Vanderburgh County, Indiana.

EXCEPTING THEREFROM, that part conveyed to Catholic Diocese of Evansville, Inc., by Warranty Deed dated September 30, 1968 and recorded October 3, 1968 in Deed Record 524, page 58 in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM, that part conveyed to Monastery of St. Clare by Corporate Warranty Deed dated September 18, 1985 and recorded September 30, 1985 in Deed Drawer 2, card 4986 in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM, that part conveyed to Franciscan Monastery of St. Clare by Quitclaim Deed dated November 16, 1992 and recorded November 23, 1992 in Deed Drawer 7, card 6620 in the office of the Recorder of Vanderburgh County, Indiana.

EXCEPTION FOR BICYCLE AND PEDESTRIAN TRAIL

EXCEPTING FROM the above-described parcels that easement granted to the Board of Commissioners of Vanderburgh County, Indiana by the Correction Bicycle and Pedestrian Trail Easement recorded October 23, 2009 as Instrument Number 2009R00028446 in the Office of the Recorder of Vanderburgh County, Indiana.

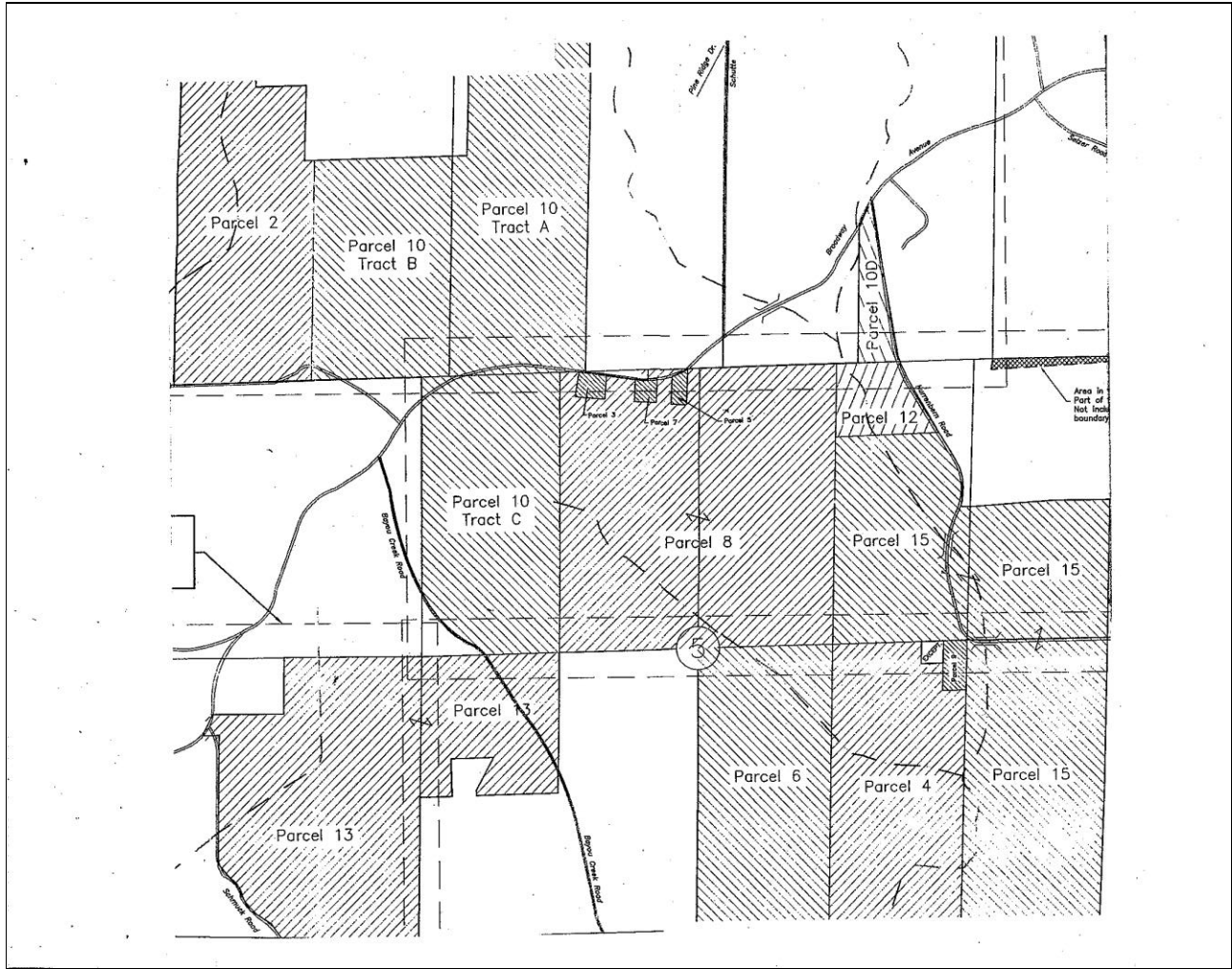


Exhibit "B"
(Bicycle and Pedestrian Trail Easement")
Cross Reference: Instrument Number 2009R00028446

A strip of land 20 feet in width and being part of Section 5, Township 7 South, Range 11 West and part of the East Half of the Southeast Quarter Section 31 and part of the West Half of the Southwest Quarter of Section 32, both in Township 6 South, Range 11 West, all of the Second Principal Meridian, Vanderburgh County, Indiana and whose center line is more particularly described as follows:

COMMENCING at the southeast corner of the Northeast Quarter of said Section 5; thence along the east line of said quarter section North 02 degrees 18 minutes 51 seconds East 157.01 feet to the POINT OF BEGINNING of this description; said point being the point of intersection with a non-tangent curve, concave Southerly; thence Westerly 36.36 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 79 degrees 02 minutes 10 seconds West and a length of 36.14 feet; thence North 90 degrees 00 minutes 00 seconds West 17.55 feet to the centerline of Nurrenbern Road; thence continue North 90 degrees 00 minutes 00 seconds West 48.70 feet; thence Westerly, Northwesterly, and Northerly 77.36 feet along an arc to the right and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 53 degrees 03 minutes 47 seconds West and a length of 72.11 feet; thence North 16 degrees 07 minutes 34 seconds West 129.02 feet; thence Northerly, Northwesterly, Westerly, and Southwesterly 288.63 feet along an arc to the left and having a radius of 120.00 feet and subtended by a long chord having a bearing of North 85 degrees 01 minute 51 seconds West and a length of 223.92 feet; thence South 26 degrees 03 minutes 51 seconds West 332.16 feet; thence Southwesterly 74.23 feet along an arc to the right and having a radius of 205.00 feet and subtended by a long chord having a bearing of South 36 degrees 26 minutes 13 seconds West and a length of 73.82 feet to a point of compound curvature with a curve, also being a point on the south line of the Northeast Quarter of Section 5, South 89 degrees 18 minutes 02 seconds West 601.77 feet from the southeast corner thereof; thence continue Southwesterly, Westerly, and Northwesterly 304.06 feet along an arc to the right and having a radius of 205.00 feet and subtended by a long chord having a bearing of South 89 degrees 18 minutes 02 seconds West and a length of 276.94 feet to a point of compound curvature with a curve, also being a point on the south line of the Northeast Quarter of Section 5, being South 89 degrees 18 minutes 02 seconds West 878.71 feet from the southeast corner thereof; thence Northwesterly, and Northerly 198.49 feet along an arc to the right and having a radius of 205.00 feet and subtended by a long chord having a bearing of North 20 degrees 28 minutes 13 seconds West and a length of 190.83 feet; thence North 07 degrees 16 minutes 06 seconds East 439.94 feet; thence Northerly, and Northwesterly 85.72 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 18 degrees 34 minutes 47 seconds West and a length of 82.84 feet; thence North 44 degrees 25 minutes 41 seconds West 24.15 feet; thence Northwesterly 24.09 feet along an arc to the right and having a radius of 150.00 feet and subtended by a long chord having a bearing of North 39 degrees 49 minutes 38 seconds West and a length of 24.06 feet; thence North 35 degrees 13 minutes 36 seconds West 58.26 feet; thence Northwesterly 28.45 feet along an arc to the left and having a radius of 150.00 feet and subtended by a long chord having a bearing of North 40 degrees 39 minutes 33 seconds West and a length of 28.40 feet; thence North 46 degrees 05 minutes 30 seconds West 26.77 feet; thence Northwesterly 41.24 feet along an arc to the left and having a radius of 150.00 feet and subtended by a long chord having a bearing of North 53 degrees 58 minutes 06 seconds West and a length of 41.11 feet; thence North 61 degrees 50 minutes 42 seconds West 18.97 feet; thence Northwesterly, and Northerly 68.80 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 41 degrees 05 minutes 47 seconds West and a length of 67.31 feet; thence North 20 degrees 20 minutes 52 seconds West 4.94 feet; thence Northerly, and Northwesterly

34.23 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 30 degrees 40 minutes 10 seconds West and a length of 34.04 feet; thence North 40 degrees 59 minutes 28 seconds West 11.03 feet; thence Northwesterly, and Westerly 61.80 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 59 degrees 37 minutes 35 seconds West and a length of 60.71 feet; thence North 78 degrees 15 minutes 43 seconds West 16.11 feet; thence Westerly, and Northwesterly 49.58 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 63 degrees 18 minutes 35 seconds West and a length of 49.02 feet to a point of compound curvature with a curve, also being a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 5, North 01 degree 47 minutes 55 seconds East 1004.70 feet from the southwest corner thereof; thence northwesterly 8.13 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord bearing North 45 degrees 54 minutes 20 seconds West and a length of 8.13 feet; thence North 43 degrees 27 minutes 13 seconds West 12.25 feet; thence Northwesterly 17.93 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 48 degrees 51 minutes 42 seconds West and a length of 17.91 feet; thence North 54 degrees 16 minutes 11 seconds West 1.91 feet; thence Northwesterly 28.71 feet along an arc to the right and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 40 degrees 33 minutes 37 seconds West and a length of 28.44 feet to a point of reverse curvature with a curve; thence Northwesterly, and Westerly 112.93 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 60 degrees 54 minutes 26 seconds West and a length of 106.40 feet to a point of reverse curvature with a curve; thence Westerly, Northwesterly, and Northerly 97.23 feet along an arc to the right and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 48 degrees 32 minutes 23 seconds West and a length of 86.93 feet; thence North 02 degrees 06 minutes 59 seconds West 99.93 feet; thence Northerly, Northwesterly, and Westerly 89.19 feet along an arc to the left and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 44 degrees 42 minutes 03 seconds West and a length of 81.20 feet; thence North 87 degrees 17 minutes 07 seconds West 25.05 feet; thence Westerly, Northwesterly, and Northerly 230.38 feet along an arc to the right and having a radius of 143.57 feet and subtended by a long chord having a bearing of North 41 degrees 18 minutes 57 seconds West and a length of 206.45 feet to a point of reverse curvature with a curve; thence Northerly, Northwesterly, and Westerly 116.99 feet along an arc to the left and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 51 degrees 12 minutes 14 seconds West and a length of 99.32 feet; thence South 72 degrees 56 minutes 19 seconds West 121.69 feet; thence Westerly, and Northwesterly 130.28 feet along an arc to the right and having a radius of 120.00 feet and subtended by a long chord having a bearing of North 75 degrees 57 minutes 32 seconds West and a length of 123.98 feet; thence North 44 degrees 51 minutes 23 seconds West 0.18 feet; thence Northwesterly, and Westerly 81.31 feet along an arc to the left and having a radius of 100.00 feet and subtended by a long chord having a bearing of North 68 degrees 09 minutes 04 seconds West and a length of 79.09 feet; thence South 88 degrees 33 minutes 15 seconds West 4.13 feet; thence Westerly, Northwesterly, and Northerly 84.24 feet along an arc to the right and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 51 degrees 13 minutes 32 seconds West and a length of 77.49 feet; thence North 11 degrees 00 minutes 18 seconds West 110.41 feet; thence Northerly, Northwesterly, and Westerly 105.47 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 42 degrees 48 minutes 33 seconds West and a length of 100.13 feet; thence North 74 degrees 36 minutes 48 seconds West 57.38 feet; thence Westerly, Northwesterly, and Northerly 112.55 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 40 degrees 40 minutes 18 seconds West and a length of 106.09 feet; thence North 06 degrees 43 minutes 48 seconds West 70.42 feet; thence Northerly, Northwesterly, and Westerly 121.27 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 43 degrees 17 minutes 56 seconds West and a length of 113.20 feet; thence North 79 degrees 52 minutes 04 seconds West 51.10 feet; thence Westerly 39.44 feet along an arc to the left and having a radius of 300.00 feet and subtended by a long chord having a bearing of North 83 degrees 38 minutes 04 seconds West and

a length of 39.42 feet to a point of compound curvature with a curve, also being a point on the west line of the Northeast Quarter of Section 5, South 01 degree 17 minutes 05 seconds West 557.96 feet from the northwest corner thereof; thence continue Westerly, and Southwesterly 205.78 feet along an arc to the left and having a radius of 300.00 feet and subtended by a long chord having a bearing of South 72 degrees 56 minutes 55 seconds West and a length of 201.77 feet; thence South 53 degrees 17 minutes 53 seconds West 7.04 feet; thence Southwesterly, Westerly, Northwesterly, and Northerly 236.54 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 55 degrees 22 minutes 18 seconds West and a length of 180.00 feet; thence North 15 degrees 57 minutes 31 seconds East 59.25 feet; thence Northerly, Northwesterly, and Westerly 104.02 feet along an arc to the left and having a radius of 60.00 feet and subtended by a long chord having a bearing of North 33 degrees 42 minutes 24 seconds West and a length of 91.47 feet; thence North 83 degrees 22 minutes 19 seconds West 171.50 feet; thence Westerly, Northwesterly, and Northerly 139.27 feet along an arc to the right and having a radius of 125.00 feet and subtended by a long chord having a bearing of North 51 degrees 27 minutes 15 seconds West and a length of 132.18 feet to a point of reverse curvature with a curve; thence Northerly, and Northwesterly 62.30 feet along an arc to the left and having a radius of 100.00 feet and subtended by a long chord having a bearing of North 37 degrees 23 minutes 02 seconds West and a length of 61.30 feet; thence North 55 degrees 13 minutes 54 seconds West 130.89 feet; thence Northwesterly, Westerly, and Southwesterly 105.35 feet along an arc to the left and having a radius of 60.00 feet and subtended by a long chord having a bearing of South 74 degrees 28 minutes 01 seconds West and a length of 92.33 feet; thence South 24 degrees 09 minutes 57 seconds West 42.82 feet; thence Southwesterly, and Westerly 126.46 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of South 62 degrees 17 minutes 59 seconds West and a length of 117.32 feet; thence North 79 degrees 34 minutes 00 seconds West 36.90 feet; thence Westerly, Northwesterly, and Northerly 105.73 feet along an arc to the right and having a radius of 100.00 feet and subtended by a long chord having a bearing of North 49 degrees 16 minutes 41 seconds West and a length of 100.87 feet; thence North 18 degrees 59 minutes 21 seconds West 187.23 feet; thence Northerly 11.56 feet along an arc to the right and having a radius of 40.00 feet and subtended by a long chord having a bearing of North 10 degrees 42 minutes 44 seconds West and a length of 11.52 feet to a point on the north line of said Section 5, being also the south line of said Section 32 and being North 89 degrees 08 minutes 53 seconds East 1184.34 feet from the southwest corner of said Section 32 and being a point of compound curvature with a curve; thence Northerly 0.26 feet along an arc to the right and having a radius of 40.00 feet and subtended by a long chord having a bearing of North 02 degrees 15 minutes 08 seconds West and a length of 0.26 feet; thence North 02 degrees 04 minutes 10 seconds West 42.30 feet; thence Northerly, Northwesterly, and Westerly 55.29 feet along an arc to the left and having a radius of 40.00 feet and subtended by a long chord having a bearing of North 41 degrees 39 minutes 55 seconds West and a length of 50.99 feet; thence North 81 degrees 15 minutes 41 seconds West 263.97 feet; thence Westerly, Northwesterly, and Northerly 112.00 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 47 degrees 29 minutes 11 seconds West and a length of 105.63 feet to a point of reverse curvature with a curve; thence Northerly, Northwesterly, Westerly, and Southwesterly 225.74 feet along an arc to the left and having a radius of 120.00 feet and subtended by a long chord having a bearing of North 67 degrees 36 minutes 12 seconds West and a length of 193.90 feet; thence South 58 degrees 30 minutes 18 seconds West 47.49 feet; thence Southwesterly, Westerly, Northwesterly, and Northerly 171.52 feet along an arc to the right and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 69 degrees 46 minutes 19 seconds West and a length of 149.15 feet; thence North 18 degrees 02 minutes 56 seconds West 263.00 feet; thence Northerly 176.75 feet along an arc to the right and having a radius of 500.00 feet and subtended by a long chord having a bearing of North 07 degrees 55 minutes 19 seconds West and a length of 175.83 feet to a point of reverse curvature with a curve; thence Northerly, and Northwesterly 195.09 feet along an arc to the left and having a radius of 270.34 feet and subtended by a long chord having a bearing of North 18 degrees 28 minutes 08 seconds West and a length of 190.89 feet to a point of reverse curvature with a curve; thence Northwesterly, Northerly, and Northeasterly 291.32 feet along an arc to the right and having a radius of

200.00 feet and subtended by a long chord having a bearing of North 02 degrees 35 minutes 11 seconds East and a length of 266.24 feet; thence North 44 degrees 18 minutes 55 seconds East 79.82 feet; thence Northeasterly, Northerly, Northwesterly, and Westerly 121.40 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 07 degrees 42 minutes 23 seconds East and a length of 113.31 feet; thence North 28 degrees 54 minutes 09 seconds West 216.96 feet to a curve concave northwesterly; thence northeasterly 132.74 feet along an arc to the right and having a radius of 250.00 feet and subtended by a long chord having a bearing of North 13 degrees 41 minutes 31 seconds West and a length of 131.18 feet; thence North 01 degree 31 minutes 06 seconds East 3.78 feet to a curve concave Southwesterly; thence Northerly, Northwesterly, and Westerly 167.44 feet along an arc to the left and having a radius of 99.04 feet and subtended by a long chord having a bearing of North 46 degrees 54 minutes 44 seconds West and a length of 148.20 feet to a point of reverse curvature with a curve; thence Westerly 70.73 feet along an arc to the right and having a radius of 180.89 feet and subtended by a long chord having a bearing of North 84 degrees 08 minutes 28 seconds West and a length of 70.28 feet to a point on the line between the aforementioned Sections 31 and 32, said point being North 01 degrees 50 minutes 00 seconds East 1785.60 feet from the southeast corner of said Section 31 and being a point of compound curvature with a curve; thence Westerly, Northwesterly, and Northerly 228.75 feet along an arc to the right and having a radius of 180.89 feet and subtended by a long chord having a bearing of North 36 degrees 42 minutes 46 seconds West and a length of 213.81 feet to a point of reverse curvature with a curve; thence Northerly, and Northwesterly 74.48 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of North 22 degrees 56 minutes 40 seconds West and a length of 72.58 feet; thence North 45 degrees 24 minutes 12 seconds West 17.64 feet to a point on the south line of the land described in a deed to the Indiana State University Board of Trustees recorded as Document No. 2003R00014460 in the office of the Recorder of Vanderburgh County, Indiana and being the point of terminus of said center line. The side lines of said strip to be extended and/or shortened to intersect the east line of said Section 5 and the south line of the Indiana University Board of Trustees' land.

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (this “**Memorandum**”), effective as of the 17th day of November, 2016 (the “**Effective Date**”), is made and entered into by and between **SOUTHERN INDIANA HIGHER EDUCATION HOLDINGS, LLC**, an Indiana limited liability company, by **UNIVERSITY OF SOUTHERN INDIANA FOUNDATION**, its sole member, with offices located at 8600 University Blvd., Evansville, Indiana (“**SIHE**”) and the **UNIVERSITY OF SOUTHERN INDIANA**, an Indiana public university with offices at 8600 University Blvd., Evansville, Indiana (“**USI**”).

WHEREAS, SIHE is the owner of certain real estate in Vanderburgh County, Indiana which is described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “**Real Estate**”);

WHEREAS, pursuant to that certain License Agreement effective November 17, 2016 by and between SIHE and USI (the “**License Agreement**”), SIHE has granted USI a license to enter upon and utilize the Real Estate for Ecological Preserve, Learning and Educational purposes, all as more particularly set forth in the License Agreement; and

WHEREAS, SIHE and USI desire to have this Memorandum recorded in the Office of Recorder of Vanderburgh County, Indiana.

NOW THEREFORE, SIHE and USI hereby state the following for recording and agree that:

1. **Parties.** The names of the parties to the License Agreement are Southern Indiana Higher Education Holdings, LLC, an Indiana limited liability company, and the University of Southern Indiana, an Indiana public university.
2. **Term.** The term of the License Agreement is for five (5) years subject to automatically renew for successive five (5) year terms unless one party provides written notice to the other party at least ninety days in advance of the end of the then existing term that it does not wish to renew the term of the License.
3. **Description of the Real Estate.** The Real Estate covered by the License is the property described in Exhibit “A”.
4. **Other Provisions.** Notice is hereby given that the License Agreement contains additional terms, conditions and provisions which are not required to be set forth in a Memorandum.
5. **Miscellaneous.** This Memorandum is solely for recording purposes and shall not be construed to alter, limit or supplement the License Agreement.
6. **Counterparts.** This Memorandum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
7. **Cross Reference.** Cross reference to SIHE’s source deed: Instrument No. 2008R00018041.

IN WITNESS WHEREOF, SIHE and USI have duly executed this Memorandum of License Agreement on the dates set forth below, effective as of the date first written above.

SOUTHERN INDIANA HIGHER EDUCATION HOLDINGS, LLC

**UNIVERSITY OF SOUTHERN INDIANA
an Indiana public university**

By: **UNIVERSITY OF SOUTHERN INDIANA FOUNDATION, its sole member**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

“SIHE”

“USI”

Date: November 17, 2016

Date: November 17, 2016

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, came **Southern Indiana Higher Education Holdings, LLC**, an Indiana limited liability company, by University of Southern Indiana Foundation, its sole member, by _____, its _____, for and on behalf of said entity, who acknowledged the execution of the foregoing License Agreement to be the authorized and voluntary act and deed of said entity. WITNESS MY HAND AND SEAL this 17th day of November, 2016.

Signature of Notary Public

County of Residence

Printed Name of Notary Public

Date Commission Expires

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, came the **University of Southern Indiana**, an Indiana public university, by _____, its _____, for and on behalf of said entity, who acknowledged the execution of the foregoing License Agreement to be the authorized and voluntary act and deed of said entity. WITNESS MY HAND AND SEAL this 17th day of November, 2016.

Signature of Notary Public

County of Residence

Printed Name of Notary Public

Date Commission Expires

THIS INSTRUMENT PREPARED BY: Shannon S. Frank, Kahn, Dees, Donovan & Kahn, LLP, 501 Main St., Suite 305, Evansville, Indiana 47708, Telephone (812) 423-3183.

Return to: Shannon S. Frank
Kahn, Dees, Donovan & Kahn, LLP
501 Main St., Suite 305
P.O. Box 3646
Evansville, Indiana 47735-3646

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Shannon S. Frank

Exhibit "A"
(Legal Description")

The following tracts of real estate are described as certain enumerated parcels in the Special Corporate Warranty Deed from Southern Indiana Higher Education, Inc. to Southern Indiana Higher Education Holdings, LLC recorded June 27, 2008 as Document No. 2008R00018041 in the office of the Recorder of Vanderburgh County, Indiana, as described below:

PARCEL 3

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, Vanderburgh County, Indiana, described as follows:

Commencing at a point on the North line of said Half Quarter Section One Hundred Eighty-two and Forty-one Hundredths (182.41) feet East of the Northwest corner thereof, thence South 6 degrees 16 minutes 45 seconds West Two Hundred Thirty-nine and Sixty-seven Hundredths (239.67) feet, thence South 87 degrees 49 minutes 45 seconds East One Hundred Eighty-three and Twenty-two Hundredths (183.22) feet, thence North 6 degrees 16 minutes 45 seconds East Two Hundred Thirty-two and Sixty-three Hundredths (232.63) feet to the center of Lower Mt. Vernon Road, thence North 83 degrees 34 minutes 45 seconds West along the centerline of Lower Mt. Vernon Road One Hundred Forty-six and Ninety-two Hundredths (146.92) feet to the intersection of the North line of said Half Quarter Section, thence South 85 degrees 50 minutes 45 seconds West along the North line Thirty-six and Four Tenths (36.4) feet to the place of beginning.

ALSO, Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, Vanderburgh County, Indiana, described as follows:

Beginning at a point in the center of the Lower Mt. Vernon Road, which point is located by commencing at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line of said Half Quarter Section Two Hundred Eighteen and Eighty-one Hundredths (218.81) feet to the center of said road, thence South 83 degrees 34 minutes 45 seconds East along said centerline One Hundred Forty-six and Ninety-two Hundredths (146.92) feet to said place of beginning, thence South 6 degrees 16 minutes 45 seconds West Two Hundred Thirty-two and Sixty-three Hundredths (232.63) feet, thence South 87 degrees 49 minutes 45 seconds East Ninety-seven and Thirteen Hundredths (97.13) feet, thence North 2 degrees 10 minutes 15 seconds East Two Hundred Twenty-six and Sixteen Hundredths (226.16) feet to the center of said road, thence North 83 degrees 34 minutes 45 seconds West along said centerline Eighty and Seventy-one Hundredths (80.71) feet to the place of beginning.

EXCEPTING therefrom, all oil and gas, and other minerals together with right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing, handling, transporting and marketing the same therefrom.

PARCEL 4

The East Half of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, except therefrom that part of the above described tract conveyed by Thomas McGlone, unmarried to Julius Steinkamp and Louise Steinkamp, his wife, by Warranty Deed dated October 27, 1947 and recorded October 27, 1947 in Deed Record 287 at page 549 thereof.

ALSO Except therefrom that part of the above described tract conveyed by Thomas McGlone, unmarried to Leo H. Richter and Grace A. Richter, husband and wife, by Warranty Deed dated November 16, 1955 and recorded November 16, 1955 in Deed Record 379 at page 133 thereof.

ALSO, the co-use of a certain right of way 15 feet wide as established and commencing on the North line of the East Half of the Northwest Quarter of said section at the Lower Mt. Vernon Road, thence South to the Southeast corner thereof, thence Southeast so as to strike the East line of the East Half of the Southeast

Quarter of said section at a point 40 rods South of the Northeast corner of said East Half of the Southwest Quarter of Section Five, Township Seven South, Range Eleven (11) West.

PARCEL 5

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at a point in the center of the Lower Mt. Vernon Road, which point is located by beginning at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line thereof One Thousand Sixty-four and Eight Hundredths (1064.08) feet, thence South Sixty-three and Fifty-one Hundredths (63.51) feet to the aforesaid place of beginning, thence South Two Hundred Sixty-four (264.0) feet, thence East One Hundred Forty-five and Forty-one Hundredths (145.41) feet, thence North Three Hundred Thirty-seven and Seventy-four Hundredths (337.74) feet to the center of Lower Mt. Vernon Road, thence along the center of Lower Mt. Vernon Road South 62 degrees 08 minutes West One Hundred Thirty-six and Twenty Hundredths (136.20) feet, thence along said centerline South 68 degrees 02 minutes West Twenty-six and Ninety-eight Hundredths (26.98) feet to the place of beginning.

Subject to Twenty-five (25) feet off the west side for roadway.

Also subject to the right-of-way of Lower Mt. Vernon Road.

EXCEPTING THEREFROM all oil, gas and minerals as reserved in a certain Warranty Deed recorded April 6, 1965 in Deed Record 475, as page 117 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 6

The West Half of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

ALSO, the co-use of a right of way Fifteen (15) feet in width located and established as commencing on the North line of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West at the Lower Mt. Vernon Road thence South to the Southeast corner thereof.

EXCEPTING the oil and gas rights thereof together with the right to remove the same for a period of fifteen years from date of conveyance and as long thereafter as oil or gas is being produced from the well or wells now producing on said land or from wells that may be drilled and completed as producing wells during said fifteen year period.

PARCEL 7

Part of the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at a point in the center of the Lower Mt. Vernon Road, which point is located by beginning at the Northwest corner of said Half Quarter Section, thence North 85 degrees 50 minutes 45 seconds East along the North line thereof Seven Hundred Fourteen and Twenty-five Hundredths (714.25) feet, thence South Eighty-eight and Fifty-eight Hundredths (88.58) feet to the aforesaid place of beginning, thence North 86 degrees East along the chord of the curve of said road Two Hundred Six and Ninety-nine Hundredths (206.99) feet to a point which is Ninety-three and Seven Tenths (93.7) feet South of the North line of said Half Quarter Section, thence South Two Hundred Twenty-three and Fifty-seven Hundredths (223.57) feet, thence West Two Hundred Six and Forty-nine Hundredths (206.49) feet, thence North Two Hundred Nine and Fourteen Hundredths (209.14) feet to the place of beginning.

EXCEPTING therefrom, all oil and gas, together with right of ingress and egress at all times for the

purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing, handling, transporting and marketing the same therefrom.

Subject to the right-of-way of Lower Mt. Vernon Road.

PARCEL 8

The West Half of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, and the East Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

EXCEPTING THEREFROM, all that parcel of real estate described in Deed Record 307, page 306, from George J. Steinkamp and Sarah A. Steinkamp, his wife, to Patrick Leo Steinkamp, recorded September 7, 1949 in the office of the Recorder of Vanderburgh County, Indiana

ALSO EXCEPTING THEREFROM, that part conveyed to Francis Joseph Steinkamp and Eileen R. Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated March 15, 1965, recorded March 16, 1965 in Deed Record 474, page 312, that part conveyed to Laura Amelia Dick and Victor Dick, wife and husband, as tenants by the entireties, by Warranty Deed dated April 2, 1965, recorded April 6, 1965 in Deed Record 475, page 118, that part conveyed to Patrick Leo Steinkamp and Rita Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated April 2, 1965 and recorded April 6, 1965 in Deed Record 475, page 120, and that part conveyed to Patrick Leo Steinkamp and Rita Steinkamp, husband and wife, as tenants by the entireties, by Warranty Deed dated November 30, 1965, recorded June 27, 1966 in Deed Record 491, page 45, all in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM that part conveyed to Indiana State University-Evansville Foundation, Inc., dated June 15, 1981 and recorded August 27, 1981 in Deed Drawer 1, card 4502.

EXCEPTING THEREFROM all oil and gas, together with the right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land for said oil and gas, and storing, handling, transporting and marketing the same therefrom.

PARCEL 9

Part of the Northeast Quarter of the Southeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Quarter Quarter Section, running thence West along the North line of said Quarter Quarter Section Two Hundred Twenty (220) feet, thence South Four Hundred Sixty-eight (468) feet, thence East Two Hundred Twenty (220) feet to the East line of said Quarter Quarter Section, thence North Four Hundred Sixty-eight (468) feet to the place of beginning.

A strip Sixty (60) feet in width off of the North end and a strip Sixty (60) feet in width off of the East side of said real estate is subject to use for highway purposes.

PARCEL 10 - Tract A (Partial)

Only that part of the West Half of the Southwest Quarter of Section Thirty-two (32), Township Six (6) South, Range Eleven (11) West lying South of Broadway Avenue.

PARCEL 10 - Tract C (As modified)

The West Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West.

EXCEPTING a part of the Southwest Quarter of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West, more particularly described as beginning at the Southwest corner of said Quarter Quarter Section and running thence North along the West line of said Quarter Quarter Section to a point in the center line of the Bayou Creek Road, thence in a Southeasterly direction along the center line of said road to its intersection with the South line of said Quarter Quarter Section, thence West along the South line of said Quarter Quarter Section to the Southwest corner of said Quarter Quarter Section to the place of beginning.

ALSO EXCEPTING that Part of the West Half of the Northwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West located North of Broadway Avenue, and being a part of the real property conveyed to the University of Southern Indiana by Special Warranty Deed recorded December 9, 2012 as Document No. 2010R00030502 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 10 - Tract D

Part of the East Half of the Southeast Quarter of Section Thirty-two (32), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Half Quarter Section; thence East, along the South line thereof, Six (6) chains to the center of the Nurrenbern Road, thence North 10 degrees West, along the center of said road, Twenty-three and Three Tenths (23.3) chains to the center of the Lower Mt. Vernon Road; thence South 28 degrees West, along the center of said Lower Mt. Vernon Road, Four and Three Tenths (4.3) chains to a point on the West line of said Half Quarter Section; thence South, along said West line, Nineteen and Sixteen Hundredths (19.16) chains to the place of beginning.

PARCEL 12

All that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) in Vanderburgh County, Indiana, lying West of the center line of the Nurrenbern Road.

PARCEL 13

The Northwest Quarter of the Southwest Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West. EXCEPT, however, the following:

The right of way reserved by Henry Henricks, Sr., by deed dated June 24, 1865, recorded in Deed Record 17, page 176, and

The tract of land conveyed by Fronie Schmidt, a widow and unmarried, to Indiana Bell Telephone Company by deed dated February 13, 1964 and recorded in Deed Record 461, at page 591; all deeds recorded in the office of the Recorder of Vanderburgh County, Indiana.

ALSO, The East Half of the Southeast Quarter of Section Six (6), Township Seven (7) South, Range Eleven (11) West.

ALSO, That part of the West Half of the Southeast Quarter of Section Six (6), Township Seven(7) South, Range Eleven (11) West, more particularly described as follows:

Beginning at a point Eight and Fifteen Hundredths (8.15) chains South of the Northeast corner of said Half Quarter Section and running thence South Thirty-one and Eighty-five Hundredths (31.85) chains to the South line of said Quarter Section; thence West Nine and Twenty-six Hundredths (9.26) chains; thence North Twenty-eight (28) chains, thence West Three and Eighty-two Hundredths (3.82) chains to the center of the Evansville and Mt. Vernon Road; thence along said road to a point due West of the place of beginning; and thence East Ten and Fifty-three Hundredths (10.53) chains to the place of beginning; EXCEPT, however, that part of said last described tract conveyed by George Schmidt and Fronie Schmidt,

husband and wife, to Fredrick J. Rueger by Warranty Deed dated July 15, 1937 and recorded in Deed Record 195, page 188.

ALSO EXCEPT a one-half interest in oil, gas and other minerals conveyed to Eli G. Huber and Lydia J. Huber, husband and wife by Mineral Deed dated June 22, 1951 and recorded May 7, 1959 in Deed Record 414, page 336 in the office of the Recorder of Vanderburgh County, Indiana.

PARCEL 15

The West Half of the Northwest Quarter of Section Four (4), Township Seven (7) South, Range Eleven (11) West, and the West Half of the Southwest Quarter of Section Four (4), Township Seven (7) South, Range Eleven (11) West.

ALSO, Sixty acres being in a quadrangle form off of the South end of the East Half of the Northeast Quarter of Section Five (5), Township Seven (7) South, Range Eleven (11) West. Also, a certain right to an open wagon road at least twelve (12) feet in width more particularly described in the deed of conveyance to Barney Nurrenbern and recorded in Deed Record 19 at page 346 in the records of the Recorder's Office of Vanderburgh County, Indiana.

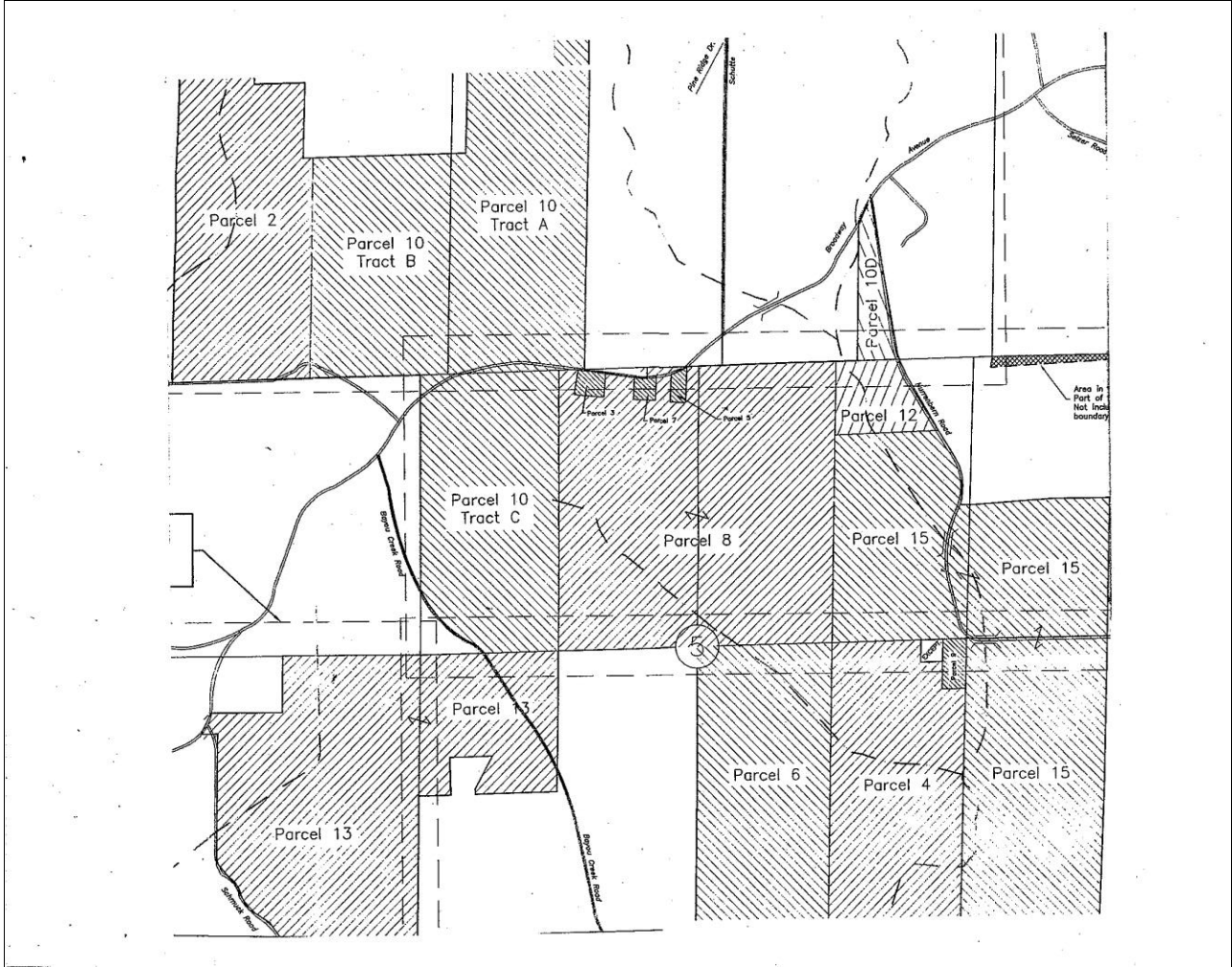
EXCEPTING THEREFROM, that part conveyed to Catholic Diocese of Evansville, Inc., by Warranty Deed dated September 30, 1968 and recorded October 3, 1968 in Deed Record 524, page 58 in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM, that part conveyed to Monastery of St. Clare by Corporate Warranty Deed dated September 18, 1985 and recorded September 30, 1985 in Deed Drawer 2, card 4986 in the office of the Recorder of Vanderburgh County, Indiana.

ALSO EXCEPTING THEREFROM, that part conveyed to Franciscan Monastery of St. Clare by Quitclaim Deed dated November 16, 1992 and recorded November 23, 1992 in Deed Drawer 7, card 6620 in the office of the Recorder of Vanderburgh County, Indiana.

EXCEPTION FOR BICYCLE AND PEDESTRIAN TRAIL

EXCEPTING FROM the above-described parcels that easement granted to the Board of Commissioners of Vanderburgh County, Indiana by the Correction Bicycle and Pedestrian Trail Easement recorded October 23, 2009 as Instrument Number 2009R00028446 in the Office of the Recorder of Vanderburgh County, Indiana.



**RESOLUTION TO APPROVE LICENSE AGREEMENT BETWEEN
SOUTHERN INDIANA HIGHER EDUCATION HOLDINGS AND
UNIVERSITY OF SOUTHERN INDIANA
REGARDING THE ECOLOGICAL PRESERVE,
LEARNING AND EDUCATIONAL CENTER**

WHEREAS, on September 20, 2012 the Board of Directors of the University of Southern Indiana Foundation, an Indiana non-profit corporation ("**Foundation**"), which corporation is the sole member of the Southern Indiana Higher Education Holdings, LLC, an Indiana limited liability company ("**SIHE**"), approved a resolution to permit and authorize the University to develop and implement an educational use for approximately 759 acres, more or less, of undeveloped land owned by SIHE ("**Real Estate**") in order to support and advance the scientific and educational purposes of the University Biology Department ("**Ecological Preserve, Learning and Educational Center**"), all of which is more particularly described and set forth in the minutes of said meeting of the Foundation, and which use has been on-going prior to and since such approval was received; and

WHEREAS, the Board of Trustees of the University has determined it is in the best interest of the University to enter into a license agreement with SIHE to memorialize the University's use of the Real Estate for Ecological Preserve, Learning and Educational Center purposes, and that such license agreement or a memorandum thereof be placed of record with the land records of Vanderburgh County, Indiana;

WHEREAS, a proposed License Agreement ("**License Agreement**") and a proposed Memorandum of License Agreement ("**Memorandum**") have been submitted to the Board of Trustees of the University for review; and

WHEREAS, the Board of Trustees of the University has determined it is in the best interest of the University to enter into the License Agreement with SIHE and to place the Memorandum of record in the land records of Vanderburgh County, Indiana.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the University hereby approves the License Agreement and authorizes and directs the President or other officer of the Board of Trustees of the University to execute and deliver the License Agreement, Memorandum, and such other agreements, documents and instruments as the President, or other officer of the Board of Trustees, in his or her discretion, deems necessary, advisable or appropriate to effectuate or accomplish the purposes and intent of this resolution.

RESOLVED FURTHER, that the Board of Trustees of the University hereby ratifies and approves any and all agreements, documents and instruments which may be necessary to further document the license and use of the Real Estate by the University for Ecological Preserve, Learning and Educational Center and hereby authorizes and directs the President or other officer of the Board of Trustees of the University to negotiate, execute and deliver such agreements, documents and instruments as the President, or other officer of the Board of Trustees, in his or her discretion, deems necessary, advisable or appropriate to effectuate or accomplish the purposes and intent of these resolutions.

RESOLVED FURTHER, that any and all agreements, documents and instruments executed on behalf of the Board of Trustees of the University by any of the authorized officers in connection with the foregoing, be, and they hereby are, ratified and approved.

**2015-2016 Student Financial Assistance Final Report
University of Southern Indiana
November 3, 2016**

Executive Summary

The final report of student financial assistance activity in 2015-2016 contains summary and program-specific data of all student aid programs administered by Student Financial Assistance. Key indicators contained in the 2015-2016 report are:

Service Profiles

Student Financial Assistance served a total of 12,895 prospective and returning students of which 11,501 filed Free Applications for Federal Student Aid (FAFSA) for need-based assistance. Financial assistance was packaged for a total of 11,031 students, each of whom received an award letter detailing all federal, state, USI Foundation and USI Institutional awards. Student Financial Assistance disbursed aid to 7,570 enrolled students resulting in 18,132 awards totaling \$70.5 million. This is a slight decrease from prior year, primarily due to an overall decline of students applying for aid and a decrease in enrollment from 2014-15 to 2015-16.

Trends in Funding by Source (compared to 2014-2015)		Percent of Change
• Federal student aid: decreased	\$ (1,767,759)	-3.8%
• State of Indiana aid: increased	261,337	3.0%
• University student aid: increased	848,824	10.4%
• USI Foundation student aid: increased	141,528	7.9%
• USI Varsity Club funding: no change	0	0.0%
• Corporate/private funding increased	773,170	16.7%

Trends in Funding by Type (compared to 2014-2015)		
• Gift aid: grants/scholarships increased	\$ 833,806	2.6%
• Self-help: loans decreased	(592,917)	-1.5%
• Self-help: on-campus employment increased	16,211	7.6%

Distribution of Aid by Source		Percent of Revenue
• Federal aid	\$ 45,148,497	64.0%
• State of Indiana	8,867,137	12.6%
• USI aid	8,983,024	12.7%
• USI Foundation	1,936,591	2.8%
• USI Varsity Club	190,000	0.3%
• Private sources	5,389,317	7.6%

Distribution of Aid by Type		
• Gift aid: grants/scholarships	\$ 32,346,515	45.9%
• Self-help: loans	37,937,961	53.8%
• Self-help: on-campus employment	230,090	0.3%

**2015-2016 Student Financial Assistance Programs
University of Southern Indiana
November 3, 2016**

Final Report

Introduction

This report contains both summary and program-specific information for all student financial assistance programs administered by the University. Data used in compiling the report was obtained from the University's administrative system on October 3, 2016. The Student Financial Assistance office provides assistance to students in obtaining the types of financial aid included in this report.

Narrative

Returning and prospective students submitted 11,501 Free Applications for Federal Student Aid (FAFSA) for need-based assistance. Of this number, 7,173 enrolled during 2015-2016, with 6,957 of these students receiving assistance from one of the sources below. Total FAFSA applications decreased 6.2 percent over 2014-2015.

The Student Financial Assistance office administered 18,132 awards for a total of \$70.5 million in student financial assistance. The distribution of awards by funding source is given below.

<i>Source</i>	<i>Awards</i>	<i>Subtotals</i>	<i>% of Total Dollars</i>	<i>Prior Year Distribution</i>
Federal Government	8,332	\$45,148,497	64.0	65.3
State of Indiana	2,500	8,867,137	12.6	11.8
USI	3,512	8,983,024	12.7	13.8
USI Foundation	1,529	1,936,591	2.8	2.5
USI Varsity Club	60	190,000	0.3	0.3
Private Sources	2,199	5,389,317	7.6	16.7
Totals	18,132	\$70,514,566	100	100

Student financial assistance may be categorized by aid type: grants/scholarships; loans; and employment. In 2015-2016, spending was distributed as follows:

<i>Categories</i>	<i># of Awards</i>	<i>Award Totals</i>	<i>% of Total Dollars</i>	<i>Prior Year Distribution</i>
Grants / Scholarships	12,255	\$32,346,515	45.9	44.4
Loans	5,672	37,937,961	53.8	52.7
Employment	205	230,090	0.3	2.9
Totals	18,132	\$70,514,566	100	100

Federal Pell Grant Program

The Federal Pell Grant Program is the cornerstone of aid packages for exceptionally needy students. The number of Pell Grant recipients decreased 5.7 percent following a 2.9 percent decrease in 2014-2015. Total Pell dollars decreased 4.4 percent following a 0.1 percent decrease in the prior year.

State Funds

Total Indiana funding was up 3.0 percent in 2015-2016 following a 5.1 percent increase in 2014-2015.

Changes in funding levels are summarized by source below:

<i>Source</i>	<i>2012-2013</i>	<i>2013-2014</i>	<i>2014-2015</i>	<i>2015-2016</i>
Federal Government	-5.8	-8.5	-2.7	-3.8
State of Indiana	+2.7	-2.3	+5.1	+3.0
USI	+5.5	-4.3	+4.9	+10.4
USI Foundation	+4.1	+9.1	+13.0	+7.9
USI Varsity Club	-0.6	+9.2	0.0	0.0
Private Sources	+10.6	-1.3	-6.9	+16.7
<i>Aggregate Change</i>	<i>-2.5%</i>	<i>-6.5%</i>	<i>-0.8%</i>	<i>+0.4%</i>

Federal Direct Loan Program

Aggregate borrowing for Direct Stafford Student Loan recipients among the Class of 2016 baccalaureate graduates averaged \$21,716. Among 2016 masters' and doctoral degree recipients, aggregate borrowing averaged \$35,500, including both graduate and undergraduate borrowing. These figures are based on borrowing while enrolled at USI.

As outlined in the chart below, on-going efforts to reduce the three-year Cohort Default Rates (CDR) have made an impact nationally, in Indiana and at USI. Through institutional efforts, the University has seen substantial improvements over the last two years. And, as can be seen in the chart below, USI's three-year CDR is significantly less than the national and state averages and lower than the average for four-year public institutions.

A three-year summary of Federal FY Cohort Default Rates appears below:

<i>Fiscal Year</i>	<i>USI</i>	<i>Indiana</i>	<i>National</i>	<i>Four-Year Public</i>
2011	9.6%	15.5%	13.7%	8.9%
2012	6.6%	14.7%	11.8%	7.6%
2013	5.8%	14.2%	11.3%	7.3%

Student Financial Assistance Mission

As part of the Enrollment Management Division, team members in the Student Financial Assistance Office are committed to supporting the University's goals of enrolling and graduating a highly talented and diverse student body.

Our student-focused team works to help students and their families seek, obtain, and make the best use of all resources available to help finance the costs of attending the University of Southern Indiana. We aim to provide efficient and effective access to programs and services through personalized attention and the use of state-of-the-art technology.

In partnership with internal, federal, state, and other organizations, team members coordinate the administration of all student financial assistance awarded to ensure equity and consistency in the delivery of funds to students. We are dedicated to providing for the proper stewardship of all University, government, and private funds utilized by our students to finance their education.

We aspire to minimize the procedural barriers that sometimes frustrate financial aid applicants and diligently work to ensure our students learn to handle their financial affairs in a responsible manner. The Student Financial Assistance team provides student advocacy on issues relevant to student success.

**COMPREHENSIVE BOND AUTHORIZATION AND
DELEGATION RESOLUTION OF THE
UNIVERSITY OF SOUTHERN INDIANA BOARD OF TRUSTEES**

WHEREAS, the University of Southern Indiana, a body corporate and politic organized and existing under the laws of the State of Indiana (the “University”) is authorized under various statutes to issue bonds and otherwise incur indebtedness or obligations for the purpose of financing, acquiring, constructing, expanding, renovating, rehabilitating, equipping and furnishing various facilities of the University; and

WHEREAS, the University is authorized to issue auxiliary revenue bonds under Indiana Code 21-35-3, commercial paper and other short term obligations under Indiana Code 21-32 -2, student fee bonds under Indiana Code 21-34-6 through 10, and lease purchase obligations under Indiana Code 21-33-3-5 (collectively the “Obligations”), and

WHEREAS, the University has previously entered into a Trust Indenture, dated as of November 1, 1985, as subsequently amended and supplemented pursuant to which it has issued the various series of its Student Fee Bonds described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the University has previously entered into an Indenture of Trust, dated as of February 1, 2001, as previously supplemented and amended, pursuant to which it has issued its Auxiliary System Revenue Bonds in various series described in Exhibit A hereto; and

WHEREAS the University has previously issued and has currently outstanding certain other Obligations in the form of short term or junior lien indebtedness as further described in Exhibit A hereto; and

WHEREAS, the Prior Resolution is hereby ratified, conformed, supplemented, amended and updated by this Resolution; and

WHEREAS, the University intends to finance, acquire, construct, expand, renovate, rehabilitate, equip and furnish the project described in Exhibit B attached hereto and made a part hereof, and to incur indebtedness to finance the same (the “New Project”); and

WHEREAS, the University may further elect to refund all or a portion of those Obligations which are listed in Exhibit A hereto (the “Prior Obligations”), which were previously issued to finance or refinance various projects of the University (the “Prior Projects”); and

WHEREAS, the Board now desires to authorize its Treasurer, including any and all Assistant Treasurers, (collectively, the “Treasurer”) (i) to investigate, develop and evaluate one or more proposed plans of finance (the “Financing Plans”) (including the selection of counsel, investment or commercial banks or other financial institutions, and such other advisors as may be appropriate, and further including the advisability of issuance in one or more series of obligations for the purpose of financing of the New Project and the refinancing of the Prior Projects through the refunding of all or a portion of the Prior Obligations) for submission to

either the Finance Committee of this Board (the "Committee") or to this Board as a whole and (ii) to undertake the various duties and tasks authorized by resolution of this Board below;

NOW, THEREFORE, BE IT RESOLVED by this Board as follows:

1. The University declares its official intent, and hereby ratifies and affirms any prior declarations of official intent, to acquire, construct, equip and/or rehabilitate the New Project described in Exhibit B; to advance, on an interim basis, certain costs of the New Project, to reimburse such advances for costs of acquiring, constructing, equipping and/or rehabilitating the New Project with proceeds of debt to be incurred by the University; and to issue debt for purposes of financing, refinancing or reimbursing costs of the New Project.

2. The Treasurer is hereby authorized to investigate, develop and evaluate one or more Financing Plans and to submit any such Financing Plans to the Committee or to this Board for consideration.

3. The Board hereby authorizes the Committee to exercise the powers of this Board to approve any Financing Plan or portion thereof presented by the Treasurer and to authorize the execution and delivery of one or more transactions under the statutes described above (the "Financings") in the form of bonds, notes, loan agreements or other evidence of indebtedness (the "Bonds") and the documents referred to below, provided that the following conditions are met:

(a) The total issued amount of obligations shall not exceed the sum of \$8,000,000, for the New Project, plus all amounts necessary to defease and refund all or a portion of applicable Prior Obligations, and including the redemption premium, if any, and in each case shall include amounts to provide funds for costs of a debt service reserve fund or a surety bond, capitalized interest, credit enhancement, and ordinary and necessary amounts to pay costs of issuance and other costs incidental to the issuance of the Financings, all as permitted by law;

(b) The Bonds shall be sold at (i) a rate or rates fixed to maturity producing a true interest cost of 6% per annum or less and with such serial or term maturities and redemption features as the executing officers shall approve, or (ii) at a variable rate or rates as established pursuant to the applicable supplemental indenture (or similar instrument) for such series as may be approved and determined by the Committee or this Board; and

(c) The final maturity on any Financing shall not exceed thirty (30) years from, and including, the date of first issue of the respective series of Obligations.

4. The Board hereby approves the selection of Blue Rose Capital Advisors as Municipal Advisor to the University, and authorizes the Treasurer, in his sole discretion, to designate Blue Rose Capital Advisors as the University's independent registered municipal advisor, in accordance with and in the manner provided in applicable federal securities laws.

5. Subject to the conditions in Section 3 hereof, the Chairman of the Board (the “Chairman”), any Vice Chairman of the Board (the “Vice Chairman”) or the Treasurer, or any of them acting individually, is hereby authorized to execute and deliver a Bond Purchase Agreement for each Financing in substantially the form approved by the Committee or this Board, with those changes that the officers so executing shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

6. Subject to the conditions in Section 3 hereof, the Chairman or Vice Chairman, or either of them, is hereby authorized to execute and deliver, and the Secretary of the University (the “Secretary”) or the Assistant Secretary of the University (the “Assistant Secretary”), or either of them, is hereby authorized to attest the signature of and to imprint the corporate seal of the University on a supplemental indenture for Student Fee Bonds (the “Student Fee Indenture”), or a supplemental indenture for the Auxiliary System Revenue Bonds (the “Revenue Indenture” and together with the Student Fee Indenture, the “Indentures”) as necessary in substantially the form approved by the Committee, with those changes that the officers so executing shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

7. Subject to the conditions in Section 3 hereof, the Treasurer is hereby authorized as part of the Financing Plans to distribute or to direct underwriters of each series of Financings, as appropriate (the “Underwriters”) to distribute a Preliminary Official Statement or similar instrument for each series of Financings, as necessary, in substantially the form approved by the Committee or this Board, to prospective purchasers of the Financings. The Treasurer, if necessary, is further authorized to deem the Preliminary Official Statement as final for purposes of applicable Securities and Exchange Commission rules.

8. Subject to the conditions in Section 3 hereof, the Treasurer is hereby authorized to execute and deliver the form of any final Official Statement for each series as approved by the Committee or this Board, with those changes that the Treasurer shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

9. Subject to the conditions in Section 3 hereof, the Chair, the Vice Chair or the Treasurer, or any of them, is hereby authorized to execute and deliver the form of any Construction and Rebate Agreement, Continuing Disclosure Undertaking or Supplement to Continuing Disclosure Undertaking or Escrow Deposit Agreement, in substantially the form approved by the Committee or this Board for each series, with those changes that the Treasurer shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

10. Subject to the conditions in Section 3 hereof, the Treasurer is hereby authorized to prepare forms of the Bonds as approved by the Committee and to cause the same to be executed by the proper officers of the University, as provided in the Indentures or otherwise. Upon execution of the Bonds, the Treasurer shall deliver the same, as appropriate to the type of transaction to the purchasers thereof upon payment of the purchase price, which price may reflect an underwriters’ discount of not more than 0.7% (70 basis points) net of underwriting expenses, and an original issue discount or premium, if any, as permitted by law.

11. Subject to the conditions in Section 3 hereof, the Chairman, Vice Chairman, Secretary, Assistant Secretary and Treasurer are hereby authorized and directed to perform any

and all further acts, to execute any and all further documents or certificates and to publish any notice required to implement any Financing Plan and to complete the execution and delivery of the Financings in one or more series, and, the execution and delivery for each series, as applicable, of (a) an Indenture and/or Supplemental Indenture, resolution or similar instrument; (b) Bond Purchase Agreement; (c) any Remarketing Agreement; (d) any Arbitrage and Federal Tax Certificate; (e) any Credit Agreement, Reimbursement Agreement, Standby Bond Purchase Agreement, Liquidity Agreement or similar Credit Facility Agreement; (f) any Escrow Deposit Agreement; (g) any Construction and Rebate Agreement; (h) any Promissory Note, Loan Agreement or other forms of indebtedness which the University is authorized to issue under state and federal statutes, (l) any form of agreement, certification, or modification to University investment policy which may be required with respect to providing self-liquidity for one or more variable rate debt instruments; and (m) any documents, certificates or forms that may be required by the federal government with respect to the issuance of bonds and which may be required in order for the Corporation to receive any federal interest subsidy payment, all in substantially the form approved by the Committee, with those changes that the officers so executing shall approve, such approval to be conclusively evidenced by the execution and delivery thereof; and any other documents required to issue Financings related to other matters referred to therein, including amendments or supplements to any previous or existing agreements to such effect.

12. The Board authorizes and directs the Treasurer, on behalf of and in the name of the University, to request and obtain all necessary approvals of the Governor of the State of Indiana, the Budget Director of the State of Indiana, the Indiana State Budget Committee, the Indiana State Budget Agency, the Indiana Finance Authority, and the Indiana Commission for Higher Education, and any other governmental approvals necessary to implement the Plans of Finance and for the issuance of the Financings.

13. The Board authorizes and directs the Treasurer to recommend to the Committee or to the Board (a) one or more investment banking firms for appointment as underwriters, as appropriate to the type of transaction, (b) with respect to other Financings, a trustee bank or banks, (c) with respect to variable rate bonds, any liquidity facility and/or credit enhancement provider as deemed necessary, and any issuing and paying agent, (d) with respect to private placement or interim financing, any lender or purchaser of a Bond, and (e) with respect to any and all transactions, such other professional firms, consultants or advisers (“Service Providers”) as are necessary or appropriate to assist the University in carrying out the Financing Plans. The Treasurer is further authorized, to continue such existing relationships with Service Providers, if appropriate, without the need for further competitive bids or proposals, all as part of the recommended Financing Plans.

14. The term “Treasurer,” as used herein, shall include any Assistant Treasurer appointed by the Board.

Dated this 3rd day of November, 2016.

EXHIBIT A

OUTSTANDING PARITY STUDENT FEE BONDS

Series G	Wellness, Fitness and Recreation Facility
Series J	Business/Engineering Center and University Center Expansion
Series K-1	Teaching Theatre
Series K-3	Refunding of David L. Rice Library and Science Center and Education Center

OUTSTANDING PARITY AUXILIARY SYSTEM REVENUE BONDS

Series 2003	Student Residence Building(s)
Series 2008A	Student Residence Building(s)

OTHER OUTSTANDING OBLIGATIONS

Series 2006	Student Fee Bonds (Junior Lien)	Recreation and Fitness Center Expansion
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EXHIBIT B

NEW PROJECT

Classroom renovation and expansion (3rd Floor of Health Professions Building)

**Summary
Construction Projects
November 3, 2016**

Projects Under Construction

Multi-Institutional Academic Health and Science Research Center

Project Cost \$ 6,000,000

Funding Source: Legislative Appropriation - 2015

Fuquay Welcome Center

Project Cost \$ 2,500,000

Funding Sources:

Private Gifts \$ 2,000,000

Special Projects \$ 500,000

Science Center Air Handling Unit 1 Refurbishment

Project Cost \$ 385,000

Funding Sources:

General Repair and Rehabilitation Appropriation \$ 325,000

Special Projects \$ 60,000

UC 205/206 University Suite Renovation

Project Cost \$ 300,000

Funding Source: Special Projects

Liberal Arts Dean's Suite Remodel

Project Cost \$ 170,000

Funding Source: Special Projects

Projects in Design

Physical Activities Center (PAC) Renovation

Project Cost \$ 16,000,000

Funding Source: Legislative Appropriation - 2013

Health Professions Center: Classroom Renovation/Expansion

Project Cost \$ 8,000,000

Funding Source: Legislative Appropriation - 2015

Door Hardware with ADA Interior Locks Replacement

Project Cost \$ 450,000

Funding Source: Special Projects

Orr Center Registrar Office Renovation

Project Cost \$ 275,000

Funding Source: Special Projects

Energy Management System Upgrade:

Health Professions Center, Science and Education Center

Project Cost \$ 180,000

Funding Source: General Repair and Rehabilitation Appropriation

Child Learning Center R&R Safety Improvements

Project Cost \$ 180,000

Funding Source: Auxiliary Repair and Rehabilitation