

Contact: Aimee Claeys

**UNIVERSITY OF IOWA
PUBLIC-PRIVATE UTILITY PARTNERSHIP**

Actions Requested: Approve the following requested actions related to the University of Iowa's proposed Public-Private Utility Partnership (P3):

1. Authorize the University of Iowa to enter into a 50-year lease agreement with University of Iowa Energy Collaborative LLC (Concessionaire) for the Utility System Land and Utility Facilities in consideration of the up-front payment of \$1,165,000,000 and such other terms and conditions as are contained in the Long-term Lease and Concession Agreement for the University of Iowa Utility System.
2. Adopt the resolution contained in Attachment A to this docket memorandum, entitled "Authorization of the Long-term Lease and Concession Agreement for the University of Iowa Utility System."
3. Approve the Articles of Incorporation of the University of Iowa Strategic Initiative Fund and authorize the University to take whatever actions necessary to form the University of Iowa Strategic Initiative Fund as an Iowa nonprofit corporation. The Articles of Incorporation are included as Attachment B to this docket memorandum.

Executive Summary:

The University of Iowa (University) has, over the past decade, witnessed a steady decline in its national rankings due to a lack of resources to invest in its strategic plan. This decline, while concerning in its own right, is compounded by a challenging set of demographics which higher education will face over the next decade.

Those demographics tell a story of a reduction of high school graduates in states across the upper Midwest and Northeast. Due to this dramatic shift, competition to recruit first-year students will intensify, requiring the University to strategically invest immediately in programs that will improve student success outcomes. Developing programs that keep students in school year-to-year in order for them to graduate in four years are key outcomes for the University. Enhancing experiential learning opportunities will not only improve those outcomes for students but will also help them become more marketable to future employers.

Additionally, highly ranked universities have faculty who are excellent educators and researchers. Investment in University of Iowa research programs will lead to increases in research grants, citations, and membership in highly acclaimed national academies. These investments will improve the national ranking of the University and will lead to improving the University's reputation thereby attracting students to the University of Iowa campus during this upcoming decade of highly competitive student recruitment.

Maintaining and increasing state support of the University is critical in carrying out its mission of education, research, and public service. It is clear the University cannot rely solely on state support to educate the citizens of Iowa. To provide the University of Iowa with resources needed to make significant investments in these strategic areas it is incumbent upon the University to grow new net revenues to leverage the operational support received annually from the state.

In August 2018, Governor Reynolds issued a letter to Board of Regents President Michael Richards requesting Iowa's public universities explore ways to create new funding sources by maximizing their assets. University administration took this directive to heart and immediately contemplated options to leverage its physical assets. The University of Iowa has a reputation for operating a world-class utility system focused on burning renewable bio-fuels, like oat-hulls and miscanthus grass, and investing in technological advancements like Fault Detection & Diagnostics to ensure building systems are optimized for peak efficiency. Given the recent success at Ohio State University, as they have entered into a utility public-private partnership (P3), the University made a decision to explore a similar public-private partnership opportunity with its utility system.

To begin this investigatory process, the University hired consultants with specific expertise in P3 energy sector transactions. The following consultants were hired based on their experience in working on higher education P3 transactions in addition to being energy sector experts.

- Jones-Day was hired to serve as legal counsel
- Wells Fargo Securities was hired as the financial advisor consultant
- Jacobs Engineering prepared a utility system Condition Assessment Report, and
- Ernst & Young (EY) was hired as the P3 energy sector tax expert

Since February of 2019, the University has held 10 forums across campus in order to inform, answer questions, and receive feedback. The forums, which were covered by the local media, were well attended and provided crucial feedback for the project team.

The University established the previously mentioned project team with shared governance representation to investigate the potential benefits to the University from engaging a P3 partner. As part of the investigative process the UI worked to ensure that any partnership reflected the values of the University. Investing in the future success of its employees, ending the use of coal by 2025, and continuing the exploration of a sustainable future were at the core of deliberation.

This team, along with the consultants from Wells Fargo and Jones-Day, participated in weekly project meetings for most of the past 12 months, helped draft the Concession Agreement, established performance standards and key performance indicators, developed the financial model, and ultimately made the recommendation to President Harreld to select ENGIE-Meridiam as the Preferred Bidder.

The University recommends entering into a 50-year lease with the ENGIE-Meridiam consortium to manage and operate the UI Utility system. The project team unanimously selected this consortium as the Preferred Bidder for this award.

Request for Qualifications and Request for Proposals:

The University, in working with its financial advisor, Wells Fargo Securities, implemented a two-step process to identify the preferred bidder for the Public-Private Utility Partnership (P3).

The first phase was to inform potential bidders of the opportunity by issuing a Request for Qualifications (RFQ) proposal on April 18, 2019, which included a description of the scope of services and requirements in a companion document called a Confidential Information

Memorandum. In total, Wells Fargo Securities interacted with 155 potential investors which led to the formation of 14 consortiums.

These consortiums, formed via a partnership of investor and utility operator companies, submitted a response to the RFQ by the June 18, 2019 deadline. Of these firms, five were advanced to the Request For Proposal (RFP) phase primarily due to their proven experience in managing and operating utility systems similar in size and scope to the University's.

The RFP bids were received on November 5, 2019. The ENGIE-Meridiam consortium ranked highest on every evaluative criteria used to judge each bid. The evaluative criteria included: value of upfront payment; ability to manage and operate the utility system for 50 years; dedication to sustainability initiatives including accelerating the 2025 deadline for operating the plant coal-free; the value this consortium places on hiring every current utility system employee; along with other value added recommendations including support of on-going research efforts of faculty and staff, developing new research initiatives, developing experiential learning programs for students and becoming engaged in the Iowa City area community.

Summary of Long-term Lease and Concession Agreement (Concession Agreement):

The University will lease the utility system, including all utility facilities and land, to the Concessionaire for a term of 50 years. All personal property (e.g., trucks, computers, etc.) associated with the utility system will be sold to the Concessionaire. The Concessionaire will have an exclusive concession to provide utility services to the University campus over the life of the Concession Agreement.

The Concessionaire will make a one-time upfront payment to the University as a prepayment of the lease for 50 years, purchase of the personal property and acquiring the exclusive right to be the University's operator for the term of the Concession Agreement, which includes making capital improvements to the utility system.

In return, the University will pay an annual fee to the Concessionaire comprised of:

1. Fixed fee component of \$35 million annually, increasing by 1.5% starting in 2026.
2. Operating fee component which is a pass-through of actual uncapped Operations & Maintenance (O&M) costs and the computed 3-year rolling average of capped O&M costs adjusted for inflation.
3. Variable fee component comprised of two parts:
 - a. Repayment of capital improvement investments amortized over the lesser of 20 years OR the remaining period in the term.
 - b. Return on capital (interest): a return on the unamortized capital improvement costs. The return factor is reset every five years based on certain debt and utility benchmarks.

The Concessionaire is responsible for distribution of the following utilities to the University campus: electricity, steam and condensate, domestic water, chilled water and compressed air. The Concessionaire is also responsible for operating the sanitary sewer, storm sewer and certain external lighting fixtures throughout campus.

The Concessionaire will be a single-purpose entity, established specifically to manage and operate the University's utility system as previously described. The Concessionaire will only be

permitted to issue investment-grade debt secured by the utility system lease with the University. Capital improvements to the system will be funded by the Concessionaire from equity or debt issuance. The Concessionaire is not permitted to pursue other revenue opportunities unless approved by the University.

The operator will be required to operate the utility system in accordance with detailed performance standards described in Schedule 2 of the agreement and comply with Key Performance Indicators (KPIs) detailed in Schedule 15 of the agreement. KPIs and performance standards have specific metrics/targets with established monitoring intervals. KPIs and performance standards have been set based on the University's historical performance. KPI compensation payments will be due to the University if the Concessionaire fails to meet any KPI target. There are two types of KPIs:

1. Availability KPIs: triggered by unplanned outages (both number and duration) of the utility system or any part thereof.
2. Operational KPIs: triggered by failure to operate in accordance with certain benchmarks (e.g.: safety requirements).

KPI compensation payments are based on:

- Severity by which the KPI target was missed,
- The number of times the KPI target was missed in a given year, and
- Failure to meet the KPI target in consecutive years.

The University may require the Concessionaire to remove the operator if:

- At least 3 repetitive failures occur within any 5-year evaluation period,
- A major KPI Event (defined as a KPI Event triggering a payment of \$10 million in a given year) for the same KPI occurs in 3 consecutive years, and
- 3 major KPI events occur in any given year.

Other important elements of the Concession Agreement include:

If the University or others take certain actions or fail to perform certain activities that interfere with the Concessionaire's rights under the Concession Agreement, the University will owe Concessionaire "Concession Compensation" sufficient to make the Concessionaire economically whole. Some examples include:

- Permitting a third party to distribute any utility on the University campus.
- Any action by the Iowa Utilities Board or Federal Energy Regulatory Commission subjecting the Concessionaire to such agency's jurisdiction.
- Generally, any delay caused by the University's failure to perform or observe any obligations or covenants under the Concession Agreement.

If there is a casualty loss with respect to the utility system:

- The Concessionaire is obligated to restore the system
- Casualty is a Delay Event, excusing the Concessionaire's performance until restoration occurs.

Formation of University of Iowa Strategic Initiative Fund Corporation:

The University of Iowa proposes formation of the University of Iowa Strategic Initiative Fund (UISIF) as an Iowa Non-profit Corporation. The corporation shall be organized exclusively for

educational and scientific purposes for the benefit of the University of Iowa. The general objects of the corporation shall be to (i) hold, invest, and manage the funds received from payments under the Long-Term Lease and Concession Agreement for the University of Iowa Utility System (Concession Agreement); (ii) to select and supervise independent investment manager(s) for the funds; (iii) to grant funds to the University necessary to support payments required under the terms of the Concession Agreement; (iv) to determine the annual payout from the endowment for the purposes of granting gifts of money to the University for use in scientific research and educational activities; and (v) to review all grant requests to ensure that each advances the University's strategic plans and the cause of education and research.

The University will be the sole corporate member of UISIF and the Board of Directors will be comprised of three members – an appointee from the Board of Regents, State of Iowa, the Senior Vice President for Finance and Operations at the University of Iowa, and a member of the University faculty to be appointed by the University Faculty Senate. The Articles of Incorporation are included as Attachment B.

ATTACHMENT A

**AUTHORIZATION OF THE LONG-TERM LEASE AND
CONCESSION AGREEMENT FOR THE UNIVERSITY OF IOWA
UTILITY SYSTEM**

Synopsis: Authorization of that certain Long-Term Lease and Concession Agreement for the University of Iowa Utility System, including authorization of the lessee and concessionaire thereunder, performance of all obligations thereunder and execution and delivery of documents in connection therewith, is proposed.

WHEREAS, the University of Iowa (the "University") has a long-term commitment to sustainability and the reduction of its impact on the environment, and the State of Iowa Board of Regents (the "Board") and the President of the University (the "President") believe the Concession Agreement (as defined below), which imposes certain sustainability obligations on the lessee and Concessionaire thereunder, is a critical component of that commitment and will enable the University to improve its utility infrastructure for the benefit of all community stakeholders while realizing value to support the University's mission through a substantial up-front payment by the Concessionaire (as defined below) and academic collaboration between the Concessionaire and the University; and

WHEREAS, the University intends to place the up-front payment, less the costs of the transaction, including defeasance of the utility system bonds, into an endowment that will create substantial academic benefits for its students, faculty and staff; and

WHEREAS, the University intends to create a three-member board that will provide oversight for the newly created fund; and

WHEREAS, (a) a bidding process with respect to the Concession Agreement was established pursuant to a Third Amended and Restated Request for Proposal Submission Process Letter dated as of October 23, 2019 (as amended and supplemented by the University, the "RFP"), and conducted by the University (such process, the "Bidding Process") and (b) four (4) bids from such Bidding Process were received for consideration; and

WHEREAS, University of Iowa Energy Collaborative LLC (the "Concessionaire"), which is ultimately owned by ENGIE Hawkeye Holdings, LLC and Meridiam Hawkeye Energy, LLC submitted a bid in response to the RFP with an upfront payment amount of \$1,165,000,000 on Schedule 2 of the RFP in accordance with the terms thereof, in a form satisfactory to the University; and

WHEREAS, the President established a project team with shared governance representatives to investigate the benefits of engaging in a P3. The team worked throughout the past year with consultants, reviewed the responses to the RFP and made a recommendation to the President, the Senior Vice President of the University (the "SVPFO") and the Chief Financial Officer of the University (the "CFO") that the Concessionaire be chosen as the concessionaire under the Concession Agreement; and

WHEREAS, it is proposed that the University and the Board enter into a Long-Term Lease and Concession Agreement for the University of Iowa Utility System (the "Concession Agreement")

with the Concessionaire, on substantially the same terms and conditions described in the docket memorandum provided to the BOR in connection with the request for authorization of the Concession Agreement (the "Concession Agreement Docket Summary"); and

NOW THEREFORE, BE IT RESOLVED, that the Board hereby determines that it is in the best interests of the Board and the University to each enter into the Concession Agreement with the Concessionaire and the Related Documents (as defined below), to perform each of its respective obligations arising under, or in connection with, the Concession Agreement and the Related Documents, including, but not limited to, the University's obligation to make the payment of the Utility Fee (as defined in the Concession Agreement) on a monthly basis (collectively, the "Transaction Obligations"), and to otherwise consummate the transactions contemplated thereby (the "Transaction"); and

BE IT FURTHER RESOLVED, that the Board has reviewed the Bidding Process and accepts the recommendation of the President, Provost, SVPFO, and CFO to select the Concessionaire as the concessionaire under the Concession Agreement; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the University (1) to enter into the Concession Agreement with the Board and the Concessionaire and into any other documents and agreements that the President and CFO ("University Authorized Officers"), or either of them, deem necessary, advisable or appropriate in connection with the Concession Agreement (including, without limitation, the Memorandum of Lease (as defined in the Concession Agreement)), and one or more consent agreements and estoppel certificates contemplated by the Concession Agreement for the benefit of the Leasehold Mortgagee (as defined in the Concession Agreement) (collectively, the "Related Documents"), such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Concession Agreement Docket Summary, such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes and directs the University Authorized Officers, or either of them, upon consultation with the President of the Board, the University's Vice President for Legal Affairs and General Counsel, any outside counsel or advisors retained for this purpose and such other members of the senior leadership of the University that any University Authorized Officer deems necessary, advisable or appropriate, subject to the terms, limitations and conditions prescribed in this resolution, (1) to negotiate, execute, acknowledge and deliver the Concession Agreement and any Related Document on such terms as any University Authorized Officer deems necessary, advisable or appropriate, such terms not to be materially inconsistent with the Concession Agreement Docket Summary, with such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such action not to be materially inconsistent with the terms of the Concession Agreement Docket Summary, with such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes (1) its entry into the Concession Agreement with the Concessionaire and into any other documents and agreements that the President, Board of Regents, State of Iowa ("BOR Authorized Officers"), deems necessary, advisable or appropriate in connection with the Concession Agreement (including, without limitation, the Related Documents), such BOR Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) taking such actions as any BOR Authorized Officer deems necessary, advisable or appropriate to perform the BOR's Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Concession Agreement Docket Summary, the BOR Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes and directs the BOR Authorized Officers, upon consultation with the Board's Counsel, any outside counsel or advisors retained for this purpose and such other members of the senior leadership of the University that the BOR Authorized Officer deems necessary, advisable or appropriate, subject to the terms, limitations and conditions prescribed in this resolution, (1) to negotiate, execute, acknowledge and deliver the Concession Agreement and any Related Document on such terms as the BOR Authorized Officer deems necessary, advisable or appropriate, such terms not to be materially inconsistent with the Concession Agreement Docket Summary, with the BOR Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) to take such actions as the BOR Authorized Officer deems necessary, advisable or appropriate to perform the BOR's Transaction Obligations and to otherwise consummate the Transaction, such action not to be materially inconsistent with the terms of the Concession Agreement Docket Summary, with the BOR Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the CFO to serve as the Senior Official (as defined in the Concession Agreement); and

BE IT FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption.

ATTACHMENT B

ARTICLES OF INCORPORATION
OF THE
UNIVERSITY OF IOWA STRATEGIC INITIATIVES FUND

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to the provisions of Section 504, Code of Iowa, 2019, the undersigned corporation adopts the following Articles of Incorporation:

ARTICLE I: NAME

The name of the corporation is the University of Iowa Strategic Initiatives Fund.

ARTICLE II: REGISTERED AGENT AND INCORPORATOR

The name of the initial registered agent is Rodney P. Lehnertz and the address of the corporation's initial registered office is 105 Jessup Hall, 5 W Jefferson Street, Iowa City, Iowa 52242. The name and address of the Incorporator is J. Bruce Harreld, 101 Jessup Hall, 5 W Jefferson Street, Iowa City, Iowa 52242

ARTICLE III: DURATION

The corporation shall have perpetual existence unless dissolved as provided by law.

ARTICLE IV: MEMBERS

The sole member of the corporation shall be the State University of Iowa.

ARTICLE V: PURPOSES AND OBJECTS

This corporation is organized and shall be operated exclusively for educational and scientific purposes for the benefit of the State University of Iowa (University). The general purpose of this corporation shall be to manage the funds from the payment under the Long Term Lease and Concession Agreement for the University of Iowa Utility System executed in December 2019 (P3 Agreement); to select and supervise independent investment manager(s); to grant money to the University to support Concessionaire payments of the P3 Agreement; to determine the annual payout of the endowment for the purpose of granting gifts of money to the University for direct use in its scientific research and educational activities; and to review all grant requests forwarded to it by the Budget Review Board to ensure that each advances the UI strategic plans and to advance the cause of education and research.

It being the intention that all times this corporation shall be tax exempt, then in all events and under all circumstances:

1. No substantial part of the activities of the corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation; nor shall this corporation

participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office, nor shall this corporation engage in any transactions, accumulations of funds, or any other activities prohibited to tax exempt charitable corporations at that time by the Internal Revenue laws and other laws of the United States of America, or any laws of the State of Iowa or any other state where such activities of this corporation are conducted.

2. This is a corporation without stock. The property of this corporation is irrevocably dedicated to charitable purpose and no part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer, or to any private person; provided, however, the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, goods received, and other property or valuable things that may be acquired by the corporation for the accomplishment of its objects.
3. No dividend shall ever be declared by this corporation.

ARTICLE VI: POWERS

In furtherance of the purposes and objects of this corporation, it shall have in its own right and in its capacity as a trustee, all of the powers enumerated under the Revised Iowa Nonprofit Corporation Act and acts amendatory thereof or supplementary thereto, and in extension thereof, but not limitation of any powers otherwise possessed, the corporation shall also have all powers necessary or incidental to the performance of its purposes and objects, including the following powers:

1. To hold any property it may acquire either as trustee or as absolute owner, and to manage, administer, invest and reinvest the same.
2. To apply for and aid the prosecution of applications for patents and copyrights; to receive or purchase patents and copyrights, applications for patents and copyrights, inventions, processes and discoveries, and to hold, manage, use and develop the same, and to sell, license or otherwise dispose of the same, and to collect royalties thereon.

ARTICLE VIII: BOARD OF DIRECTORS

1. The governance of the corporation shall be vested in a Board of Directors of the corporation. The Board of Directors shall have full oversight over all affairs of the corporation with the power to manage, direct and conduct the activities of the corporation, to transact and authorize the transaction of any activities the corporation is authorized to do or transact and to employ such employees, agents, and attorneys as may properly be deemed necessary or convenient in conducting the activities of the corporation and carrying out its purposes and objects, specifically including, but without limiting the generality of the foregoing, the exercise of the powers set forth in Article V hereof.
2. The Board will consist of three members:
 - An appointee from the State of Iowa Board of Regents
 - Senior Vice President for Finance and Operations at the University of Iowa, and

- A member of the faculty of the University appointed by the Faculty Senate for a four-year term.

All matters pertaining to the qualifications, replacement, voting, committees, meetings and other matters pertaining to directors shall be as specified in the Bylaws of the Corporation.

ARTICLE IX: NON-LIABILITY

Except as may be otherwise provided by the Revised Iowa Nonprofit Corporation Act, a director, officer, employee, committee member or volunteer of the corporation shall not be personally liable for the corporation's debts or obligations.

Except as may be otherwise provided in the Revised Iowa Nonprofit Corporation Act, a director, officer, employee, committee member or volunteer of the corporation shall not be personally liable in that capacity to any person, or to the corporation, for any action taken or the failure to take any action in the discharge of the person's duties except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the corporation; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law.

In an event the Revised Iowa Nonprofit Corporation Act is amended to authorize the further elimination or limitation of the liability of directors, officers, employees, committee members and/or volunteers of the corporation, then the personal liability of such persons shall be so further eliminated or limited automatically, without any further action of the corporation, to the fullest extent of such amendment(s) and as permitted by law.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or prospective of a director of the corporation with respect to any circumstances existing at or prior to the time of such repeal or modification.

ARTICLE X: INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

The corporation shall indemnify its directors, officers, committee members and volunteers for "liability" (as defined in the Revised Iowa Nonprofit Corporation Act) to any person for any action taken or any failure to take any action, in such capacity, except for liability arising from any of the following: (1) receipt of a financial benefit to which such person is not entitled; (2) an intentional infliction of harm on the corporation; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law. Such indemnification by the corporation shall include both mandatory and permissible indemnification in accordance with the Revised Iowa Nonprofit Corporation Act and otherwise to the fullest extent permitted by law.

Without limiting the foregoing, the corporation shall exercise all of its permissive powers to (1) indemnify its directors, officers, committee members and volunteers and (2) to advance funds to pay for, or reimburse expenses of, its directors, officers, committee members and volunteers, to the fullest extent permitted by law. In the event the Revised Iowa Nonprofit Corporation Act is amended to authorize broader permissible and/or mandatory indemnification,

then the indemnification obligations of the corporation shall be deemed amended automatically, without any further action of the corporation, to incorporate such broader permissive and mandatory indemnification provisions to the fullest extent of such amendment(s).

The corporation's indemnification obligations shall not be deemed exclusive of any other rights permitted by law to which those indemnified may be entitled pursuant to the vote of disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member or volunteer.

The corporation may pay the cost of premiums to provide insurance coverage covering the liability of its directors, officers, committee members and volunteers against any liability asserted against such persons and incurred by such persons in any such capacity arising out of any such person's status as such, whether or not the corporation has the power to indemnify the person against such liability.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the corporation with respect to any circumstances existing at or prior to the time of such repeal or modification.

ARTICLE XI: COMPENSATION OF DIRECTORS AND OFFICERS

Directors and Officers as such, shall not receive any compensation from the corporation for their services as a director or officer.

ARTICLE XII: DISSOLUTION

Upon the dissolution of this corporation, the assets of the corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose.

ARTICLE XIII: AMENDMENTS

These Articles of Incorporation may be amended according to any procedure authorized by the laws of the State of Iowa in effect at the time of amendment.

Dated this ____ day of _____, 2019

State University of Iowa

By: _____
J. Bruce Harreld
President