

STATE OF INDIANA) IN THE TIPPECANOE SUPERIOR COURT NO. 2
) SS:
 COUNTY OF TIPPECANOE) CAUSE NO. 79D02-1408-PL-0005
 FILED
 SUPERIOR COURT NO 2
 2014 AUG 20 AM 8: 28

PURDUE STUDENT PUBLISHING)
 FOUNDATION, INC. d/b/a)
 THE PURDUE EXPONENT)
)
 Plaintiff,)
)
 v.)
)
 PURDUE UNIVERSITY,)
)
 Defendant.)

**ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM OF
 THE TRUSTEES OF PURDUE UNIVERSITY**

Comes now Defendant, The Trustees of Purdue University (“Purdue”), by counsel, and for its Answer to Plaintiff’s Complaint and for its Counterclaim, states:

Affirmative Representations

On April 4, 2014, the Public Access Counselor of the State of Indiana, in response to a complaint filed by the Exponent newspaper, advised the Editor of the Exponent that all of the January 21, 2014 video requested on February 5, 2014 by the Exponent is “clearly related to the criminal investigation.” The Public Access Counselor (“PAC”) stated:

- “The [Access to Public Records Act] sets forth several exceptions to disclosure. One of the instances when the release of records is discretionary is when information is compiled in the course of a criminal investigation. Ind. Code § 5-14-3-2(i).”
- “In this case, the materials you describe are all records relating to the arrest and investigation of the January 21, 2014 shooting. As this incident is clearly a crime, the

release of all materials compiled which are associated with the subsequent investigation is at the discretion of the University.”

Ex. 4 to Plaintiff's Complaint.

The video at issue was compiled from the crime scene in the course of the investigation of the homicide of Andrew Boldt on January 21, 2014. Plaintiff's Complaint describes the Electrical Engineering (EE) building as a “crime scene” (Paragraph 7) where an Exponent photographer was seeking to take photos “of the crime.” (Paragraph 8)

Recent public statements by Plaintiff show that the Complaint in this case is designed to advance Plaintiff's claim that Purdue and others are liable in the amount of \$100,000 for the events alleged in Plaintiff's Complaint. See Exhibit A (Tort Claim Notice dated July 18, 2014). Pursuant to the instruction of Indiana Rule of Trial Procedure 13(A) that Purdue must state as a counterclaim any claim which at this time Purdue has against Plaintiff, if it arises out of the transaction or occurrence that is the subject-matter of Plaintiff's complaint, Purdue below necessarily documents both Purdue's required answer to Plaintiff's Complaint and Purdue's required Rule 13(A) counterclaim.

Purdue offers to lodge with the Court the video compilation from the Tippecanoe County Prosecutor showing the confrontation with Mr. Takeda in the EE building. Purdue proposes to post the video on the university's website. However, out of respect for the multiple law enforcement agencies involved in the response on January 21, 2014, and out of respect for this Court's jurisdiction over the homicide charge pending against Cody Cousins, Purdue wishes to afford this Court and those agencies an opportunity to speak to that step before Purdue posts the video.

ANSWER

First Defense

Purdue admits the following averments of the Complaint: 3, 5, 6, 10. With respect to the remaining averments of the Complaint, Purdue states:

Paragraph 1 of the Complaint: Purdue admits the second, third, and fifth sentences. Purdue admits that Police secured the ground floor entrances to the EE building with yellow crime scene tape. Purdue admits that when Mr. Takeda, the Exponent photographer, encountered the police officers, he raised dark objects in each hand and that those dark objects were subsequently determined to be cameras. Purdue admits that no charges have been filed against Mr. Takeda, the photographer, with respect to his trespass on the crime scene. Whether Cody Cousins murdered Andrew Boldt is a matter pending adjudication and Purdue defers to the determination of the judicial process. Except as so admitted and stated, Purdue denies the remaining averments of Paragraph 1.

Paragraph 2 of the Complaint: Purdue admits that Plaintiff submitted the record request that is appended to the Complaint as Exhibit 1, which speaks for itself. Purdue admits the second sentence of Paragraph 2. Purdue denies that the requested videotapes lack any nexus to the investigation of the homicide. The remainder of Paragraph 2 asserts a legal conclusion, and on that basis Purdue denies it.

Paragraph 4 of the Complaint: Purdue admits that the legislature of the State of Indiana has chartered The Trustees of Purdue University to operate an institution of higher education at a campus in West Lafayette, Indiana.

Paragraph 7 of the Complaint: Purdue admits that police sealed off the first floor entrances to the EE building with crime scene tape. Purdue denies that any part of the EE building was permitted for media access when Mr. Takeda, the Exponent photographer, entered the building and therefore denies the remainder of the paragraph.

Paragraph 8 of the Complaint: Purdue admits that Mr. Takeda entered the EE building on January 21, 2014 with the intent to perform media coverage of the crime. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments of Paragraph 8.

Paragraph 9 of the Complaint: Purdue admits that Mr. Takeda encountered members of the Purdue Police Department and other law enforcement agencies in the EE building on January 21, 2014. Purdue admits that Mr. Takeda raised his arms while holding cameras when he encountered police. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments of Paragraph 9.

Purdue denies the averment of Paragraph 11 of the Complaint.

Paragraph 12 of the Complaint: Purdue admits the averment of the first sentence. Purdue denies that Mr. Takeda was roughly shoved into the wall.

Paragraph 13 of the Complaint: Purdue admits that police did not handcuff Mr. Takeda on January 21, 2014. Purdue denies the remaining averments of Paragraph 13.

Paragraph 14 of the Complaint: Purdue admits the first sentence. Purdue admits that Mr. Takeda was transported to a police station. Purdue denies that Mr. Takeda was detained while at the police station.

Paragraph 15 of the Complaint: Purdue denies the averment of the first sentence. Purdue lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments of Paragraph 15.

Paragraph 16 of the Complaint: Purdue admits that two cameras were confiscated from Mr. Takeda for evaluation by the prosecutor as to whether to request a warrant to search the camera. Purdue admits that, after the prosecutor evaluated whether to request a warrant, the cameras were returned to Mr. Takeda. Purdue admits that no search of the cameras was performed.

Paragraph 17 of the Complaint: Purdue lacks knowledge or information sufficient to form a belief as to whether the duration of Mr. Takeda's questioning ended "two hours later." Purdue admits that Mr. Takeda approached a Purdue police officer at approximately 3:30 p.m. outside of the crime scene tape along Northwestern Avenue and asked for his cameras, and the cameras were returned to Mr. Takeda at that time.

Paragraphs 18, 19, 20, 21, 22 and 23 of the Complaint: Purdue states that the referenced documents speak for themselves. The selective quote in Paragraph 21 omits the material phrase "and which have been requested by the Purdue Exponent." Purdue denies the accuracy of Plaintiff's selective quotes and paraphrases from Exhibit 4. Purdue denies that the PAC had any "material misunderstanding of the facts."

Paragraph 24 of the Complaint: Purdue admits that it has declined Plaintiff's request that Purdue publicly release the video of Mr. Takeda that Purdue has permitted Plaintiff and Mr. Takeda to inspect. Except as so admitted, the remainder of Paragraph 24 is argument and therefore denied.

Paragraph 25 of the Complaint: Purdue admits that it has allowed Mr. Takeda, Mr. Pat Kuhnle, and Mr. Steven Badger (counsel for Mr. Takeda and the Exponent) to view the Takeda video. The reference in Paragraph 25 to “others” lacks foundation and on that basis is denied.

Paragraph 26 of the Complaint: Purdue states that the video of the Takeda detention in the EE building speaks for itself and therefore requires no response. Purdue admits that Mr. Takeda was holding cameras in each hand when he encountered police and raised his cameras at that time. Purdue admits that Mr. Takeda lowered himself to his knees and was pulled to his feet and escorted out of the EE building. Purdue denies that Mr. Takeda was “pushed to the ground by police officers” and “shoved into the wall by police officers.”

Purdue denies the averments of paragraph 27 of the Complaint.

Paragraphs 28, 29, and 30 assert legal conclusions and on that basis are denied.

WHEREFORE, Purdue respectfully requests that the Complaint be dismissed.

Second Defense

Plaintiff’s Complaint fails to state any claim for which relief may be granted.

Third Defense

Pursuant to the contractual agreement between the Parties, Plaintiff has waived their claim.

Fourth Defense

Due to the contractual agreement between the Parties, Plaintiff is estopped from asserting this cause of action.

Fifth Defense

Plaintiff’s complaint is frivolous, groundless and wholly without merit. Purdue therefore requests attorney fees pursuant to IC 34-52-1-1 and IC 5-14-3-9(i)(2).

Sixth Defense

Plaintiff's demand for court-ordered inspection of the requested video is moot. Plaintiff has previously inspected the video on two occasions -- once in May 2014 (by Exponent counsel and Mr. Takeda) and again in July 2014 (by Exponent counsel, Mr. Takeda, and an Exponent executive) -- and the video remains available for inspection by Plaintiff in the place and manner previously permitted.

COUNTERCLAIM

For its counterclaim, Purdue states:

1. Plaintiff seeks public release of crime scene evidence consisting of video that was recorded in the building where Andrew Boldt was killed. Plaintiff acknowledges that the requested video was recorded just minutes after the homicide. The Exponent alleges that 911 calls came in at 12:03 p.m., and the Exponent's Request No. 2 (Ex. 1 to the Complaint) seeks video from "approximately 12:25 p.m. on Tuesday, Jan. 21, when an Exponent photographer, Michael Takeda, was detained by police."
2. All EE building video requested by the Exponent on February 5, 2014 was in a large compilation of video files that had been subpoenaed from Purdue by the Tippecanoe County Prosecutor's office on January 23, 2014.
3. On April 4, 2014, in response to the Exponent newspaper's complaint, the Public Access Counselor of the State of Indiana issued an opinion affirming that Purdue has complied with the Access to Public Records Act with respect to the Exponent's request for video from the EE building on January 21, 2014.
4. There is no media exemption in Indiana's trespass statute.

5. Any trespasser on a crime scene can expect to be detained, regardless of any media affiliation. According to a publication of the Reporters Committee for Freedom of the Press entitled “Police press guidelines – Access to public buildings and schools” (<http://www.rcfp.org/first-amendment-handbook/police-press-guidelines-access-public-buildings-and-schools>):
- “Law enforcement investigators often restrict media access to crime scenes. Journalists who defy their orders may be charged with interference, disorderly conduct or criminal trespass.”
 - “Carry your credentials with you at all times. Don’t trespass onto property that is clearly private or marked with a police line.”
6. The Exponent reported on January 22 that the EE building was in “lockdown” for two hours. Those two hours overlapped with the period when Mr. Takeda was detained in the EE building. Plaintiff has admitted, in a letter by its senior business executive on January 23, that the police had cause to stop Mr. Takeda.
7. On February 20, 2014, in response to Plaintiff’s demand for a public accounting with respect to Mr. Takeda’s allegations, Purdue publicly released a Report on Investigation by Purdue University Police Chief Cox. The February 20 report by Chief Cox documents that Mr. Takeda was detained by law enforcement officers directly engaged in crime scene response: “According to the law enforcement officers involved, they entered the Electrical Engineering Building (EEB) as a tactical group within minutes after the shooting. Their purpose was to secure the building by walking through each hallway and assessing further threats. They were tasked with escorting out students and staff who were sheltered in place, locating

additional potential [] victims, and seeking out the possibility of additional suspects or aggressors.”

8. Purdue first learned in March 2014 that the EE building video subpoenaed by the Tippecanoe County Prosecutor included brief video showing the detention of Mr. Takeda. Purdue determined that the video of Mr. Takeda was material to an allegation of police misconduct that Mr. Takeda had filed with the Purdue University Police Department on January 28, 2014. The Purdue University Police Department therefore reopened its investigation of Mr. Takeda’s grievance in order to ensure consideration of the video with respect to Mr. Takeda’s allegation that his detention was unwarranted and that he was harassed.
9. On May 7, 2014, the Office of the Tippecanoe County Prosecutor delivered to the Purdue University Police Department a video compilation prepared by Prosecutor Office staff showing the Takeda detention from three cameras in the EE building on January 21, 2014 between approximately 12:40 p.m. and 12:42 p.m. See Exhibit B (letter dated May 7, 2014 from Investigator S. Leshney of Office of Prosecutor).
10. On May 7, 2014 at Purdue’s invitation, Mr. Takeda, together with a lawyer representing both Mr. Takeda and the Exponent, met with Chief Cox and Purdue counsel to review the video, as well as other new evidence that was first disclosed by the Exponent to Purdue on May 6, 2014 after numerous requests from Purdue.
 - a. The video shows that the officers who were sweeping the building were in a state of weapon readiness, in part because Mr. Takeda was first detected from his shadow as he stayed out of view around a corner.
 - b. The video shows Mr. Takeda lowering himself to a prone position before any Purdue police officer reached him. The video shows that the officers were deployed in an

array, with a Tippecanoe County Sheriff Deputy on point. Though partially obstructed, the video appears to show the following sequence:

- i. A Sheriff Deputy passes by Mr. Takeda and, without stopping or bending, places a hand on Mr. Takeda's shoulder at the same time that Mr. Takeda is already on his knees and in the process of dropping to a prone position.
- ii. The Purdue police officers who were trailing the Deputy in a standard "cover" formation at weapon readiness reach Mr. Takeda when he is already prone and assist him up from the ground.

c. No press credentials are visible on Mr. Takeda in the video.

11. Mr. Takeda's January 28 complaint makes no mention of any contact with any wall.

http://www.splc.org/pdf/Takeda_police_complaint.pdf

12. On June 13, 2014, Purdue counsel delivered to counsel for the Exponent and Mr. Takeda a summary of Purdue's updated investigation and conclusions. A copy of that document is attached as Exhibit C hereto. In a spirit of openness, Purdue put no confidentiality restriction on that document. Yet the Exponent has never reported Purdue's release of the document, nor has the Exponent reported the updated findings disclosed in the document. The June 13 summary addressed newly obtained evidence, including the video as well as personal notes prepared by Mr. Takeda on January 21, 2014 but not supplied to Purdue until May 6, 2014.

Among the investigation results summarized in the letter were:

- a. During the multi-force response on January 21, an individual (accompanied by a person matching Takeda's description) approached a West Lafayette Police Department officer while she was parked on the east side of the EE building, identified himself as an Exponent editor, and asked her how he could get closer. The

West Lafayette police officer advised the Exponent editor that the EE building was still an active police scene and that he could not get any closer and for him to go back across the street.

- b. Before entering the EE building, Mr. Takeda took photos showing that the EE building was cordoned by yellow police tape and guarded by armed officers at weapon readiness.
- c. According to an Exponent file document, on January 21 Mr. Takeda told an Exponent colleague that when Mr. Takeda walked into the EE building “he thought he heard officers and thought he shouldn’t go that way so he backtracked.”
- d. The video of the detention of Mr. Takeda begins with images of his shadow apparently responding to the sound of approaching officers by stepping back from view.
- e. According to an Exponent file document, Mr. Takeda was transported to an interrogation room at the Purdue University Police Department where (in Mr. Takeda’s words) for “about five minutes” a detective who was “relatively nice” asked him whether he “had shot photos of the blood or of the person who might have shot the student.”
- f. In the June 13 supplemental report, Purdue stated that “the wall bump, while minor, should not have occurred, and the involved officer has been admonished accordingly.”

13. On June 26, 2014, Purdue invited the Exponent’s senior business executive and Mr. Takeda and their counsel to attend a display of the video in a high-resolution large format, and in July 2014 the invitation was accepted.

14. Shortly after viewing the video in July, the Exponent and Mr. Takeda issued a notice of claim to multiple governmental entities in Tippecanoe County. See Exhibit A.
15. The Exponent is a separately incorporated business run by its own salaried executives, not by Purdue.
16. On August 11, 2014, Purdue University Police Department Chief Cox wrote to the Exponent's senior business executive regarding his Department's commitment to collaborative relationships in support of community policing and "deepening understanding and awareness of the rules and norms with respect to journalism at a crime scene." See Exhibit D.
17. Plaintiff and Purdue University are parties to a contract dated July 1, 1999. See Exhibit E.
The contract states:
 - a. Purdue has no responsibility for Plaintiff's actions, and Plaintiff promises to save Purdue University and its officers, employees, and other representatives harmless from and against any and all liability, loss, damages, expense (including attorney's fees) or other costs with regard to any and all claims or actions which are based upon acts or omissions of Purdue Student Publishing Foundation, Inc. (Sections 8 and 10 of contract)
 - b. Plaintiff is "fully independent" of Purdue. (Section 10 of contract)
18. Plaintiff's Complaint in this case and the Tort Claim Notice attached as Exhibit A hereto each allege matters based upon acts and omissions of an Exponent journalist.
19. With respect to the foregoing matters, Purdue is informed and believes and based thereon alleges that there exists an actual controversy between Plaintiff and Purdue, within the

jurisdiction of the Court, involving the rights, duties and obligations of the parties, which controversy may be determined by a judgment of this Court, without other suits.

WHEREFORE, Purdue requests entry of declaratory judgment pursuant to Indiana Rule of Trial Procedure 57 as follows:

A. Pursuant to Indiana Code § 5-14-3-2(i) and for the reasons set forth in the April 4, 2014 advisory opinion of the Public Access Counselor of the State of Indiana, Purdue University has not violated the Access to Public Records Act by declining to release the video requested by Plaintiff on February 4, 2014.

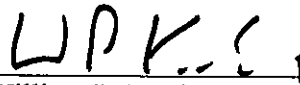
B. The First Amendment's guarantee of freedom of the press does not entitle a journalist to disregard crime scene restrictions and trespass on a "crime scene ... in order to do his job of providing media coverage of the crime" as alleged in Paragraphs 7 and 8 of Plaintiff's Complaint. As stated by the Indiana Supreme Court in *In re WTHR-TV*, 693 N.E.2d 1 (Ind. 1998), "If the claim is that somehow the media are exempt from the obligations of citizenship because compliance may distract them from a higher calling, we reject that just as we reject similar claims from public officials, clergy, and others."

C. Pursuant to Section 10 of the Agreement effective July 1, 1999 between The Trustees of Purdue University and Purdue Student Publishing Foundation, Inc., Plaintiff must save Purdue University and its officers, employees, and other representatives harmless from and against any and all liability, loss, damages, expense (including attorney's fees) or other costs with regard to any and all claims or actions which are based upon acts or omissions of Purdue Student Publishing Foundation, Inc. during the term of the Agreement, including the following claims:

- Tort Claim Notice dated July 18, 2014 from Steven Badger on behalf of Michael Takeda and "Student Publishing Foundation, Inc., d/b/a the Purdue Exponent"

- Complaint filed August 12, 2014 in *Purdue Student Publishing Foundation, Inc. d/b/a The Purdue Exponent v. Purdue University* (Tippecanoe Superior Court No. 2)

Respectfully submitted,



William P. Kealey, Attorney No.: 18973-79
Deborah B. Trice, Attorney No. 15232-79
Stuart & Branigin, LLP
300 Main Street, Suite 900
P.O. Box 1010
Lafayette, IN 47901
Telephone: (765) 742-1561

Attorneys for The Trustees of Purdue University

Certificate of Service

The undersigned does hereby certify that the foregoing pleading has been duly served by hand-delivery upon the following attorneys of record on August 20, 2014:

Kelly R. Eskew
Kenneth J. Falk
ACLU of Indiana
1031 E. Washington St.
Indianapolis, IN 46202

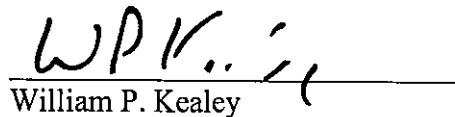

William P. Kealey

Exhibit A

BADGER LAW

EXPERIENCE • COLLABORATION • SOLUTIONS

July 18, 2014

BY HAND DELIVERY

Douglas J. Masson
Tippecanoe County Attorney
Hoffman, Luhman & Masson
200 Ferry Street, Suite C
Lafayette, IN 47902

Tracy Brown, Sheriff
Tippecanoe County Law Enforcement
Building
2640 Duncan Rd
Lafayette, IN 47904

Tippecanoe County Commissioners
County Office Building, 1st Floor
20 N 3rd St
Lafayette, IN 47901

Tippecanoe County Council
20 North Third Street
Lafayette, IN 47901

Eric H. Burns
West Lafayette City Attorney
Withered Burns, LLP
8 N. 3rd Street, Suite 401
P.O. Box 499
Lafayette, IN 47902

Jason Dombkowski
West Lafayette Chief of Police
711 West Navajo St.
West Lafayette, IN 47906

John R. Dennis
Mayor of West Lafayette
711 W. Navajo Street
West Lafayette, IN 47902

William P. Kealey
Stuart & Branigin LLP
300 Main Street, Suite 900
P.O. Box 1010
Lafayette, IN 47902-1010

Indiana Political Subdivision
Risk Management Commission
Indiana Department of Insurance
Attn: Sally McCarty, Commissioner
311 W. Washington Street, Suite 300
Indianapolis, IN 46204-2787

Office of the Attorney General
Attn: Tort Claim Investigations
Indiana Government Center S., 5th Floor
402 W. Washington Street
Indianapolis, IN 46204-2770

Re: Tort Claim Notice
Deprivation of Property; Violation of Civil/Constitutional Rights and
Federal Law (including 42 U.S.C. § 2000aa)
Date of Incident: January 21, 2014

To Whom It May Concern:

On behalf of my clients, Michael Takeda (“Takeda”) and the Student Publishing Foundation, Inc., d/b/a the Purdue Exponent (the “Exponent”), I hereby notify you of a tort claim and provide the following short and plain statement of the facts on which the claim is based:

1. Circumstances Which Brought About the Loss. Takeda is a Purdue University student and photojournalist for the Exponent. On January 21, 2014, the Exponent assigned Takeda to take photographs at the site of a fatal shooting that occurred in the basement of the Electrical Engineering (“EE Building”) building on the Purdue campus. The shooting was a matter of intense public interest and generated national news.

At roughly 12:30 p.m., Takeda entered the EE Building through a skyway leading from a nearby building to the second floor of the EE Building. No notice was posted that the entrance was closed. No signs were posted in the skyway or at the second floor entry into the building. There was no police tape. Another member of the public was sitting in the skyway. There was no police presence at the entrance. Takeda did not believe that the entrance to the EE Building from the skyway was closed or off-limits.

Shortly after entering the second floor of the EE Building, Takeda encountered four police officers -- two members of the Purdue University Police Department (“PUPD”), a member of the Tippecanoe County Sheriff’s Department, and a member of the West Lafayette Police Department. Takeda complied with the officers’ commands to stop and immediately identified himself as a photographer for the Exponent. The Sheriff’s Deputy pushed Takeda to the floor and both of the cameras he was carrying fell hard against the floor. Takeda was carrying two Nikon DSLR cameras with telephoto lenses. One of the PUPD officers pulled Takeda up and pulled him by his arm toward the stairway. While doing so, the PUPD officer, intentionally and without any provocation, pushed Takeda into a wall. A PUPD officer also subjected to Takeda to verbal abuse. At all times, Takeda cooperated fully with the officers.

PUPD seized Takeda’s cameras and refused to return them to him upon his request. PUPD seized the cameras for the express purpose of checking to see if the camera’s memory contained any photos that could be used as evidence of the shooting. Police had no evidence that Takeda had been to the basement location of the shooting. In fact he never left the second floor prior to police apprehending him. No emergency existed that warranted immediate seizure of the cameras, and the seizure directly

interfered with Takeda's duties as a photo-journalist for the Exponent. He was not advised where his cameras were being held or when they would be returned to him.

Takeda was also detained for about two hours. On information and belief, Takeda was detained at all times for and on behalf of PUPD while awaiting interrogation by one of PUPD's investigators. Initially, Takeda was detained in a West Lafayette Police squad car with the doors locked from the outside. A female West Lafayette police officer drove Takeda to PUPD's police station. Outside of the police station, one of the same PUPD officers who confronted Takeda on EE's second floor further subjected Takeda to verbal abuse. Eventually, PUPD Lieutenant Fred Davis questioned Takeda, and he was released.

PUPD refused to return Takeda's cameras to him at the time of his release. Only when a lawyer from the Student Press Law Center made a telephone call to an University official did PUPD finally return the cameras to Takeda. After the return of his equipment, Takeda discovered that one of the lenses for the cameras, and later that one of the cameras itself, were damaged in the incident. While it appeared no photos were deleted, Takeda was unable to determine if any of the photos had been copied from the cameras' memory or viewed by law enforcement while they were in PUPD's custody and control.

2. Extent of Losses. Takeda was deprived of his valuable equipment for a period of several hours when he needed it to perform his duties as a photojournalist for a breaking news story. The Exponent was deprived of Takeda's work product and assistance at a time when highly newsworthy events were ongoing. The equipment was also damaged. Takeda was deprived of his rights as a member of the media under federal law and the Exponent was deprived of photos for its ongoing coverage of newsworthy events.

3. Time and Place the Loss Occurred. The incident occurred from about 12:30 PM to about 3:30 PM on January 21, 2014 on the Purdue University campus in West Lafayette, Indiana. The Electrical Engineering building is located at 465 Northwestern Ave, Purdue University, West Lafayette, IN 47907.

4. Names of All Persons Known to be Involved. Investigation continues, but the following are presently believed to be involved in the incident: PUPD Chief John Cox and PUPD Lieutenant Fred Davis. PUPD has refused to identify any of the officers involved.

5. The Amount of Damages Sought. The claimants seek damages in the amount of \$100,000, plus their attorneys' fees in an amount that is still accruing.

6. Residence/Address of the Claimants.

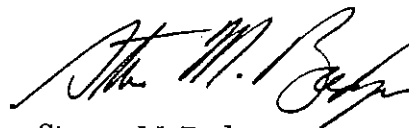
The Purdue Exponent
460 Northwestern Ave.
West Lafayette, IN 47906

Michael Takeda
204 Wiggins St., Unit B
West Lafayette, IN 47906

Both the Exponent and Takeda are represented by the following attorney:

Steven M. Badger
Badger Law
12730 Meeting House Road
Suite 200
Carmel, IN 47933
(317) 708-0681

Very Truly Yours,



Steven M. Badger

Exhibit B



Office of the
Tippecanoe County Prosecutor
Courthouse
301 Main Street
Lafayette, Indiana 47901-1358
Telephone (765) 423-9305
Fax (765) 423-9239

Patrick K. Harrington
Prosecuting Attorney

Kristen E. McVey
Chief Deputy

May 7th, 2014

Purdue University Police Department
205 S. Martin Jischke Drive
West Lafayette, IN 47907-1971
TX: 765-494-8221

Ref: DVR video clip extraction regarding EE Building DVRs on Jan 21st, 2014.

Capt Chin:

At the request of your department, a video clip was compiled of an incident that was captured on the Electrical Engineering building surveillance DVR #6 on cameras 1, 4, and 5 on Jan 21st, 2014 from approximately 12:40pm to 12:42pm. This incident occurred during the ongoing criminal investigation reference PUPD14-000059.

Thank you,

Investigator Sean Leshney 79-93
Tippecanoe County Prosecutors Office
301 Main St, Courthouse 4th floor
Lafayette, IN 47901
TX: 765-423-9305
Fax: 765-423-9239

Received by: John K. Cox on May 7th, 2014 at 1:45p hrs

Signature

Exhibit C

William P. Kealey
Direct (765) 428-7077
E-mail wpk@stuartlaw.com

**STUART &
BRANIGIN**^{LLP}

L A W Y E R S

www.stuartlaw.com

June 13, 2014

Via email and U.S. Mail

Steven M. Badger
Badger Law
12730 Meeting House Road, Suite 200
Carmel, Indiana 46032

Re: Takeda Grievance

Dear Steve,

Thank you for your letter dated May 21, 2014. I write on behalf of Purdue University including the Purdue University Police Department and Chief Cox. This letter updates your clients on the re-opened investigation that followed Chief Cox's February 20, 2014 initial report on Mr. Takeda's January 28, 2014 grievance.

I.

For clarity, here is a status summary of the grievances pursued by your clients relating to the January 21, 2014 homicide at Purdue University.

APRA grievance by Exponent. Regarding the Exponent's February 4 APRA request, the Public Access Counselor made a determination in Purdue's favor on April 4, 2014. Notwithstanding that determination, the Exponent (through you) requested that Purdue voluntarily release certain security video footage. Purdue declined to do so but permitted you and Mr. Takeda to review it with me on May 7. In our meeting that day, I offered to host you and Mr. Kuhnle at Stuart & Branigin to review the video on a high resolution large screen. There has been no response to that standing offer. For these reasons Purdue treats the APRA grievance as dormant, and I will not discuss it further here.

January 28, 2014 grievance by Mr. Takeda. As summarized in Chief Cox's April 3, 2013 letter to Mr. Takeda, the investigation of that grievance was re-opened to receive and consider additional evidence. No new allegations have been received. Therefore Purdue continues to interpret Mr. Takeda's four pending allegations as: Unwarranted detention, Harassment, Inappropriate level of force (use of electronic control device), and Inappropriate level of force (pushing to ground).

January 23, 2014 grievance by Mr. Kuhnle. Mr. Kuhnle submitted a similar grievance in the form of a letter to a Purdue University official. The matters on which Mr. Kuhnle requested a "formal investigation" solely concern Mr. Takeda's experience, Mr. Takeda's camera equipment, and Mr. Takeda's photos. For this reason, Mr. Takeda's January 28 grievance continues to determine the scope of the investigation. In March 2014, Mr. Kuhnle implied that he would submit a different grievance and

Reply to Lafayette Office

300 Main Street • Suite 900 • P.O. Box 1010 • Lafayette, Indiana 47902 • (765) 423-1561 • Fax (765) 742-8175
8888 Keystone Crossing • Suite 640 • Indianapolis, Indiana 46240 • (317) 574-7245 • Fax (317) 574-7050

received guidance from Purdue on the process for doing so, but he never followed through with any submission. Because Mr. Kuhnle's January 23 letter is apparently no more than Mr. Kuhnle's editorial take on Mr. Takeda's first-person recollections, there is no cause for a separate response to Mr. Kuhnle's January 23 letter.

However, it must be noted that Mr. Kuhnle's January 23 letter contains two statements that are notably misleading when compared with the summary prepared by Mr. Takeda and Exponent employee Carl Abernathy on January 21. (Mr. Kuhnle first revealed the existence of the January 21 statement on February 21, and he labeled it "accurate." On March 11, 2014, Purdue expressed to Mr. Kuhnle an interest in receiving the January 21 statement. It was finally turned over to Purdue on May 6.)

- January 23 Statement 1: Mr. Kuhnle states that Mr. Takeda "was detained for more than two hours by the Purdue University Police Department." This statement is inaccurate on its face, and inaccurate in its implication that Purdue Police subjected Mr. Takeda to a detention of punitive duration. The January 21 statement of Mr. Takeda says that he was placed in "a West Lafayette police car" and "sat in the back of the car for about an hour and 15 minutes", then spent less than hour at the Purdue Police station. While at the Purdue Police station, he waited in an interrogation room for questioning by a detective. The questioning was interrupted for about thirty minutes because the detective – who was at the center of a homicide investigation that was then in its earliest stage -- needed to take a call. According to Mr. Takeda, the actual questioning took "about five minutes", the detective who asked the questions was "relatively nice", and the questioning concerned whether Mr. Takeda "had shot photos of the blood or of the person who might have shot the student." To Purdue's knowledge, neither Mr. Takeda nor the Exponent has grieved to the West Lafayette Police regarding the 75 minutes that Mr. Takeda was detained by that department, and Mr. Takeda has never complained about any aspect of his time in the Purdue Police station's interrogation room. When Mr. Kuhnle made his statement, he already had in hand these facts, which contradict Mr. Kuhnle's insistence that (in your words) "an attitude of disrespect for the Exponent pervades the campus police and is revealed in how Michael was handled throughout his detention."
- January 23 Statement 2: Mr. Kuhnle states, "We also expect an investigation into the abusive comments made by police officers at the scene, en route and at police headquarters." (emph. added) The January 21 statement says nothing about any comments of any kind ("abusive" or otherwise) to Mr. Takeda while he was in West Lafayette Police custody.

II.

This section of this letter updates the February 20, 2014 Report on Investigation.

A. Allegation of unwarranted detention

Additional evidence gathered since February 20 confirms that Mr. Takeda's detention was warranted. Mr. Takeda was trespassing on a crime scene when he was discovered and detained by a group of officers who had commenced an armed search beginning on the top floor of the Electrical Engineering building and working their way down.

The evidence shows that Mr. Takeda knew that the Electrical Engineering Building was completely off-limits as a restricted crime scene.

Police had expressly informed the Exponent that the building was a crime scene and that all access was prohibited. According to a West Lafayette Police officer who was recently interviewed, on January 21 an individual (accompanied by an individual matching Takeda's description) approached her while she was parked on the east side of the Electrical Engineering Building, identified himself as an Exponent editor, and asked her how he could get closer. She advised him that this was still an active police scene and that he could not get any closer and for him to go back across the street.

The Exponent's January 31 story ("Legal Counsel replies to Exponent complaint") posts several of the photos taken by Mr. Takeda before he was detained. The published Takeda photos, with their Exponent captions, include the following:

- "1/21/14 Police In Front of EE – This is one of the photos on the camera equipment seized by police after the campus shooting on Jan. 21, 2014."
- 1/21/14 Police On EE Steps – This is one of the photos on the camera equipment seized by police after the campus shooting on Jan. 21, 2014."
- "1/21/14 View from Skywalk -- This is one of the photos that were contained on the camera equipment seized by police from an Exponent photographer on Jan 21, 2014. It shows an ambulance along Northwestern Avenue from the skywalk connecting Purdue's Electrical Engineering and Materials Science and Electrical Engineering buildings."

The "Skywalk" photo shows not only an ambulance but also yellow police tape. The "Steps" photo shows police examining their SWAT weapons while at a guard post.

The February 20 report by Chief Cox states: "According to the law enforcement officers involved, they entered the Electrical Engineering Building (EEB) as a tactical group within minutes after the shooting. Their purpose was to secure the building by walking through each hallway and assessing further threats. They were tasked with escorting out students and staff who were sheltered in place, locating additional potential [] victims, and seeking out the possibility of additional suspects or aggressors."

In his January 21 statement, Mr. Takeda states that "[h]e heard officers and thought he shouldn't go that way so he backtracked." That statement aligns with his statement in a February 7, 2014 police interview that (in the words of Chief Cox's February 20 report), Mr. Takeda "then heard what he believed to be officers around the corner and stuck his head around the corner to see. He then made an attempt to retreat as he thought it best for him to leave the area." Chief Cox's summary – which was written before the video footage was identified – is confirmed by the video, which shows Mr. Takeda responding to the sound of approaching officers and stepping back out of their view.

Taken together, the evidence shows that Mr. Takeda, having been denied entry to the Electrical Engineering Building by the police presence, surreptitiously gained access to the building by consciously

circumventing police barriers, and his state of mind was to conceal his presence from officers who were engaged in an active search.

Mr. Takeda was undeniably engaged in criminal trespass when he was discovered and detained. IC 35-43-2-2 states in relevant part:

2(a) "A person who . . . knowingly or intentionally enters the real property of another person after having been denied entry by the other person or that person's agent . . . commits criminal trespass."

2(b) "A person has been denied entry under subdivision (a)(1) of this section when the person has been denied entry by means of . . . (2) posting or exhibiting a notice at the main entrance in a manner that is either prescribed by law or likely to come to the attention of the public.

(Section 2(b) is renumbered as 2(c)(2) effective July 1, 2014.)

Mr. Takeda, on notice of obvious efforts to bar entry, made a knowing and intentional effort to evade the bar and get into the barred premises.

Mr. Takeda asserts (through counsel) that he was "doing his job as a member of the media" when he was detained and that he "did nothing wrong." Criminal trespass is wrong. There is no media exemption in the criminal trespass statute.

Any trespasser on a crime scene can expect to be detained, regardless of any media affiliation. The Reporters Committee for Freedom of the Press has published a document entitled "Police press guidelines – Access to public buildings and schools". <http://www.rcfp.org/first-amendment-handbook/police-press-guidelines-access-public-buildings-and-schools> The opening line states: "Law enforcement investigators often restrict media access to crime scenes. Journalists who defy their orders may be charged with interference, disorderly conduct or criminal trespass." The document further advises: "Carry your credentials with you at all times. Don't trespass onto property that is clearly private or marked with a police line."

Mickey Osterreicher, general counsel for the National Press Photographers Association, echoed this sentiment when interviewed by the Lafayette Journal & Courier regarding the detention of Mr. Takeda. <http://www.jconline.com/story/news/college/2014/04/12/purdue-clears-police-student-media-detention/7638221/>

The Privacy Protection Act of 1980 does not privilege evidence of trespass. Perhaps this is why Mr. Takeda has not alleged a violation of that Act, and your May 21 letter also stops short of alleging a violation.

Note that there is a "suspect exception" to the Privacy Protection Act of 1980. Under this exception, seizure of materials is permitted where there is "probable cause to believe that the person possessing such materials has committed or is committing the criminal offense to which the materials relate." 42 U.S.C. § 2000aa(a)(1), (b)(1); *Sennett v. U.S.*, 667 F.3d 531, 535 (4th Cir. 2012). An investigative stop and

temporary seizure of camera equipment fits within this exception, even when there is no criminal charge filed. *Teichberg v. Smith*, 734 F.Supp.2d 744, 752 (D. Minn. 2010) (cameras retained for 14 hours).

As previously stated by Chief Cox in his February 20, 2014 report, the Privacy Protection Act of 1980 “intersect[s] with law enforcement’s need and ability to act on reasonable suspicion and probable cause in the midst of a suspected crime scene.” As he further noted, the apprehending officers had reasonable suspicion, supported by articulable facts, that criminal activity may be afoot based on the circumstances in which they encountered Mr. Takeda. The Exponent has acknowledged, in its January 23 public statement, that the police had cause to stop Mr. Takeda. The Exponent has published pictures from the seized cameras, and those pictures are direct evidence of Mr. Takeda’s criminal trespass.

When the police found Mr. Takeda, there was clear cause to believe that Mr. Takeda’s trespass may even have included the basement floor where Andrew Boldt’s body was found. In Mr. Takeda’s own words written on the same day he was detained, the Purdue police detective “kept asking if Michael had shot photos of the blood or of the person who might have shot the student.” That fact corroborates that police were inquiring into Mr. Takeda’s photographic activity on the basis of probable cause, and not for any other reason.

On January 23, 2014, the Exponent issued a public statement asserting that Mr. Takeda “was never asked a question that suggested he was stopped for any reason other than being a photographer on the scene.” That assertion twists the facts. Mr. Takeda’s conduct supplied ample cause to inquire into whether his trespass included direct engagement with the homicidal act and the forensic evidence. As any criminal law practitioner will attest – and as the OJ Simpson trial vividly illustrated – police procedure necessarily includes determining who has accessed forensic evidence. Short of asking, the officers who detained Mr. Takeda did not know where he had trespassed or what he had seen. Purdue flatly rejects the notion that the interrogation of Mr. Takeda was motivated by a desire to harass student journalists. By trespassing on a crime scene, Mr. Takeda not only broke the law but also injected himself into a real-time homicide response and investigation.

B. Allegation of harassment

In our May 7 meeting, you and Mr. Takeda urged that Purdue interview the female West Lafayette Police officer who transported Mr. Takeda to the Purdue Police station. That interview has now occurred.

The West Lafayette Police officer did not hear any comments made to Mr. Takeda when he was removed from her squad car and escorted in to the Purdue Police station. In her view, the mannerism and tone of the escorting Purdue officer were not aggressive and just seemed as though they were talking. At no time did she see the Purdue officer treat Mr. Takeda in any improper verbal or physical manner.

C. Inappropriate level of force (use of electronic control device)

The video footage does not show any officer displaying an electronic control device. The video does show that the officers who were sweeping the building were in a state of weapon readiness, in part because Mr. Takeda was first detected from his shadow as he tried to remain out of view around a corner.

D. Inappropriate level of force (pushing to ground)

The video footage shows Mr. Takeda in a prone position before any Purdue Police officer reached him. The video shows that the officers were deployed in an array, with a Tippecanoe County Sheriff Deputy at point. Though partially obstructed, the video appears to show the following sequence:

1. Mr. Takeda goes to his knees on his own (consistent with his statement in his January 28 grievance).
2. Sheriff Deputy passes by Mr. Takeda and crouches slightly to place a hand on Mr. Takeda's shoulder at the same time that Mr. Takeda is spreading out on the floor.
3. The Purdue Police officers who were trailing the Deputy in a standard cover formation at weapon readiness reach Mr. Takeda when he is already prone and assist him up from the ground.

Plainly the video rebuts Mr. Takeda's assertion that Purdue Police officers pushed him to the ground.

To Purdue's knowledge, Mr. Takeda has not lodged any grievance with the Tippecanoe Sheriff regarding the Sheriff Deputy, and the video does not show any inappropriate force by the Sheriff Deputy.

III.

Your May 21 letter makes a passing comment that "[t]he first officer pushed Michael into the wall." Mr. Takeda's January 28 grievance made no such report, and his January 21 narrative makes no mention of it either. Apparently Mr. Takeda did not even perceive the bump. Any firmness on the part of the officer who was escorting Mr. Takeda must be seen in context. The totality of the circumstances included Mr. Takeda's initial effort to remain out of view while officers approached in a state of weapon readiness and the fact that he was bearing dark hand-held objects at chest height while trespassing on a crime scene. As your letter notes, "'Abuse' is a loaded word, and reasonable minds could disagree on whether such a characterization fits what is shown on the video." Based on the video and additional internal interviews conducted after the video was obtained, Purdue has concluded that the wall bump, while minor, should not have occurred, and the involved officer has been admonished accordingly.

IV.

Although the video footage establishes that Purdue Police played no role in Mr. Takeda's cameras going to the floor, Purdue will honor its previous offer to reimburse the cost of repair of the cameras. You supplied the repair receipt on May 7 as Mr. Takeda was leaving town. Unless you direct otherwise, I will ask that the check be issued to Mr. Takeda and delivered through me to you.

V.

Purdue University has taken Mr. Takeda's grievance seriously, as it would any allegation of police conspiracy to harass any students. Fortunately the new evidence and additional investigation since February 20 have added significantly to our understanding of what did – and did not – happen to Mr. Takeda on January 21, 2014.

It may be impossible to convince the Exponent to consider the facts apart from the lens of conspiracy to harass. But the facts do not in any way support the Exponent's editorializing toward first responders who detained Mr. Takeda in tense and murky circumstances. The but-for cause of Mr. Takeda's detention was his calculation that he could circumvent police barriers minutes after a homicide and then avoid detection once inside the building. Also, the key roles played by responders from other police units must be acknowledged, even if they are inconsistent with the notion of a "pattern" of Purdue police activity targeted at the Exponent.

In Section IV of the February 20, 2014 Report on Investigation, Chief Cox speaks to the Purdue University Police Department's efforts to promote media relations and community relations, including with respect to the Exponent. His efforts extended to attending our May 7 meeting and speaking candidly with you and Mr. Takeda. The Exponent continues to receive invitations to the long-running quarterly MIX meetings between the media and local police units.

Purdue respectfully submits that the time has come to close the book on Mr. Takeda's grievance, even if (to use your phrase) on some points the parties must agree to disagree. The evidence has been fully and fairly vetted. On behalf of my client, I wish to thank you for your constructive approach to these matters.

In this spirit, Purdue invites you to attend Purdue's Annual Media Training Session, which will be held from 8 to 10 a.m. on July 10, 2014 and repeated from 6 to 8 p.m. that same day. Each session will be at the Purdue University Police Department. The local media including the Exponent have a standing invitation to this event, as do representatives of all local law enforcement agencies. Mr. Osterreicher of the National Press Photographers Association has graciously agreed to attend as a guest presenter. Please let me know if you are able to attend. I hope to see you there.

Very truly yours,



William P. Kealey

cc: John K. Cox
Steven R. Schultz

Exhibit D

August 11, 2014

Mr. Pat Kuhnle
Publisher and General Manager
Purdue Exponent
460 Northwestern Avenue
West Lafayette, Indiana 47906

Dear Pat,

Here at the Purdue University Police Department we are gearing up for the new school year and the return of faculty, staff, and students. The Exponent is an important partner in our campus safety mission and our collaborative approach to community policing. I appreciate the Exponent's ongoing support and look forward to further strengthening our relationship.

Public education is a key component of effective community policing. I, along with other department heads in Environmental Health and Public Safety would welcome the opportunity to sit down with Exponent editors to discuss story topics on campus safety.

I am mindful of the concern by you and your colleague's reference Exponent photographer Michael Takeda and the grievance that he filed earlier this year. As you know, on June 13th the University delivered to Mr. Takeda's counsel an update to my February 20th report. I understand that Mr. Takeda will be submitting updated repair information regarding his camera, and our Department will follow up with him on Purdue's promise to assist with that cost.

It is time to move forward. I am confident that the discussions following Mr. Takeda's grievance have benefited all involved by deepening understanding and awareness of the rules and norms with respect to journalism at a crime scene. Mr. Osterreicher's presentation on July 10th was very informative, and I was pleased to see attendance by many police officers and press from our community, including you and several of your Exponent colleagues. I enjoyed meeting members of the Exponent summer staff who came to the presentation. Those education and dialog efforts should be ongoing and we welcome them. I look forward to seeing you and your staff at the quarterly "MIX" meetings (police-press meetings) where ongoing conversations about law enforcement and media relations can continue.

Best regards!


Chief John Cox

Exhibit E

AGREEMENT

This Agreement, entered into this 1st day, of July 1999, effective 1 July 1999 between THE TRUSTEES OF PURDUE UNIVERSITY ("Purdue") and the PURDUE STUDENT PUBLISHING FOUNDATION, an Indiana corporation not affiliated with Purdue University (the "Publisher").

WITNESS THAT;

IN CONSIDERATION of the mutual agreements herein contained, the sufficiency of which consideration is mutually acknowledged, the parties contract and agree as follows:

1. Purdue grants to the Publisher during the term of this Agreement a limited non-exclusive license to use the name "Purdue" in the Publisher's corporate name and in the publication, "The Purdue Exponent." Such license shall be personal to the Publisher and shall not be assignable by it.
2. Neither Purdue nor Publisher relinquish any proprietary rights to which they feel entitled with regard to the name "Exponent."
3. The Publisher agrees to provide Purdue, free of charge, three thousand (3,000) copies of each issue of "The Purdue Exponent." All such copies are to be delivered to Purdue's department of Materials Management and Distribution in the Materials Management and Distribution Center on Purdue's West Lafayette campus. Subsequent distribution of such copies shall be made by Purdue to various on-campus locations, as determined by Purdue and at its expense.
4. In addition to the newspapers provided in Paragraph 3, the Publisher will make deliveries to other campus locations. For the buildings outlined in Appendix A, the Publisher will deliver bundled papers to the delivery locations as specified. Purdue or the Publisher will be responsible for moving the papers from the delivery locations to the final distribution point as outlined in Appendix A. Any changes to Appendix A must be coordinated between the parties. Publisher delivery personnel are subject to Purdue's traffic and parking regulations in effect at the time.
5. The Publisher grants Purdue the right to use a portion of the Publisher's real estate for location of a pedestrian traffic signal and switchgear. Maintenance of such equipment shall be the sole responsibility of Purdue.
6. Purdue will permit the Publisher to use Purdue's campus mail services for delivery and receipt of communications between the Publisher and Purdue personnel concerning matters related to publication of said newspaper. The pick-up and delivery point will be located within Purdue's Northwestern Avenue Parking Garage complex. Publisher shall not be permitted to use the campus mail system for other types of communications. Any formal notices which either party desires to give the other, pursuant to Paragraph 14 of this Agreement, shall be sent by certified mail through the U. S. Postal Service.

7. Upon payment of the fees herein specified, Purdue will allow the Publisher to purchase a maximum of eleven (11) parking permits for use by employees of the Publisher. Such permits shall consist of any combination of "A," "B," or "Reserved" parking permits at the rates in effect during the term of this Agreement. Payment of fees will be due on or before 31 August of the agreement year.

8. The parties acknowledge that neither the license granted by Purdue to the Publisher under Paragraph 1 of this Agreement, nor any other provisions hereof, create any right of Purdue to control the contents of "The Purdue Exponent" as published by the Publisher under its First Amendment rights, and that Purdue has no responsibility for such contents. The publisher does acknowledge its intent to publish a newspaper of high journalistic quality while serving the interest of Purdue University and the University community. The Publisher's obligations to indemnify Purdue, as set forth in Paragraph 10 below, are expressly agreed to include all claims and actions related to any matter contained in any issue of the said newspaper, whether based on charges of libel, defamation, invasion of privacy, or otherwise.

9. The Publisher agrees to furnish Purdue with a copy of any annual reports filed by it with the Indiana Secretary of State during the term of this Agreement.

10. The parties are fully independent of each other; accordingly, each party covenants and agrees to save the other party (its officers, employees, and other representatives) harmless from and against any and all liability, loss, damages, expense (including attorney's fees) or other costs, with regard to any and all claims or actions of any sort which are based upon acts or omissions of the indemnifying party, and which claims or actions attempt to hold the other party responsible therefor, on any theory.

11. To further its own financial responsibility, the Publisher represents that it will maintain in force all State-required policies of workers' compensation insurance and automobile insurance; and also, policies providing comprehensive general liability and publisher's liability insurance, with aggregate annual limits, in each type of coverage, of at least one million dollars (\$1,000,000), plus additional umbrella/excess liability coverage. Proof of all such insurance shall be provided to Purdue upon request.

12. This Agreement supersedes any prior leases, contracts, understandings and negotiations between the parties except as hereunder provided in Paragraph 13. This Agreement may be amended only in writing executed by authorized representatives of both parties. Nothing herein shall be construed to prohibit the parties from entering into agreements on other subjects, such as advertising or printing services.

13. Purdue reaffirms its long-term commitment to providing Publisher parking under conditions described in Paragraph 7 and consistent with an earlier commitment letter to the City of West Lafayette related to a vacated alley adjoining Purdue and Publisher real estate.

14. Notices from the Publisher to Purdue shall be addressed to its "Vice President for Business Services" at Freehafer Hall, Purdue University, West Lafayette, IN 47907. Notices from Purdue to the Publisher shall be addressed to its "Publisher and General Manager" at P. O. Box 2506, 460 Northwestern Avenue, West Lafayette, IN 47996.

15. The term of this Agreement shall be for five (5) years commencing 1 July 1999 and terminating on 30 June 2004, provided that in the event of a breach or default by either party in any of its obligations hereunder, the other party may terminate this Agreement effective thirty (30) days after delivery of notice to the defaulting party, specifying the breach or default, unless such breach or default has been cured or corrected within said notice period.

16. This Agreement shall not be assignable by either party without the prior written consent of the other. Subject to such limitation, this Agreement shall be binding upon and enforceable by the parties, their respective legal successors and assigns.

PURDUE STUDENT PUBLISHING FOUNDATION THE TRUSTEES OF PURDUE UNIVERSITY

By: Mathew L. Donaldson
Mathew L. Donaldson, Chairman

By: K. P. Burns
K. P. Burns, Treasurer

By: P. J. Kuhnle
P. J. Kuhnle, Publisher and General Manager

APPROVED COPIES TO:

Original to D. A. Pearson, Secretary, Board of Trustees

^{1. Donaldson} ~~P. Matccha~~, Chairman, Purdue Student Publishing Foundation (s)

K. P. Burns (c)

W. W. Kjonaas (c)

J. S. Almond (c)

P. J. Kuhnle, Publisher and General Manager, the Purdue Exponent (s)

L. E. Pherson (c) ✓

C. A. Schmidt (c)

D. S. Shaffer (c)

C. E. Sharp (c)

BUILDING	DELIVERY LOCATION	RESPONSIBLE FOR MOVING BUNDLES TO FINAL DISTRIBUTION POINT	FINAL DISTRIBUTION POINT
CIVL	Dock	Day custodian	Place in rack in vending area
RHPH	Dock	Night unlock custodian	Place in rack in vestibule
SCHL	Dock	Night unlock custodian	Place in one rack at East door and one rack at the South door
PHYS	Southwest Doors	Night unlock custodian	Student lounge
MSEE	North Doors	Night custodian	Place in vestibule
CHME	Dock	Night unlock custodian	Place at South doors
ME	Dock	Day custodian	Place at North doors
EE	Dock	Night custodian	Place in vending area
HOVD	Dock	Night custodian	Place at North doors
ENAD	Dock	Night unlock custodian	Place inside North door
POTR	Southeast Doors	Night custodian	Place inside Southeast doors
HEAV	East Doors	Night custodian	Place in vending area
BRWN	Dock	Day custodian	Place next to the pay phone
NUCL	South Doors	Day custodian	Place in vending area
KNOY	Dock	Day custodian	Place in vending area
KRAN	South Doors	Driver	Place in boxes inside the South patio doors
FREH	Dock	Night custodian	Place in receiving room
LYNN	Dock	Night unlock custodian	Place in West vending lounge
HIKS-STEW	West Doors	Night custodian	Will pick up at STEW doors and place inside South HICKS doors
STEW	West Doors	Night custodian	Place inside doors
CL50	Southeast Doors	Night unlock	Place by East stairway
MATH	Dock	Driver	Will use dock entrance and place in racks inside South doors
UNIV	Southeast Door	Driver	Will place in rack outside Southeast door
STON	Dock	Night unlock custodian	Place next to J&C box
LAEB	Dock	Night custodian	Place inside East doors
LILY	Dock	Night custodian	Place inside North doors
FOOD SCIENCE	Dock	Night custodian	Place in North lounge

Questions regarding delivery locations and destination points should be directed to Don Hufford 494-1423.

AMENDMENT NO. 1
To
AGREEMENT
Between
THE TRUSTEES OF PURDUE UNIVERSITY
And
PURDUE STUDENT PUBLISHING FOUNDATION

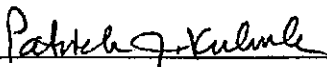
Amendment No. 1 to an Agreement entered into on July 1, 1999 by and between THE TRUSTEES OF PURDUE UNIVERSITY and the PURDUE STUDENT PUBLISHING FOUNDATION.

Effective July 1, 2004, the following provisions of the Agreement are hereby amended:

1. Article 4 is changed to add a new paragraph:
"All distributors of free newspapers or publications will be required to comply with Purdue policy and procedure regarding the placement, delivery and cleanup of such newspapers or publications at sites designated by Purdue. If Publisher desires to include its newspaper at a site not set forth in Appendix A, it may at its expense provide appropriate racking, delivery and cleanup of its newspapers at such site so long as such expense is consistent with Purdue policy and procedure and consistent with the policies and procedure for other distribution of free newspapers or publications."
2. Article 15 is changed by replacing "30 June 2004" with "30 June 2009".
3. A revised Appendix A is attached and replaces the Appendix A on the original Agreement.

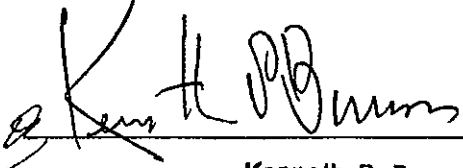
All other terms and conditions of the Agreement remain in full force and effect.

Purdue Student Publishing Foundation



Date: 7/1/04

The Trustees of Purdue University



Kenneth P. Burns
Executive Vice President
And Treasurer

Date: June 25 / 2004

BUILDING	DELIVERY LOCATION	RESPONSIBLE FOR MOVING FUNDS TO FINAL DISTRIBUTION POINT	FINAL DISTRIBUTION POINT
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CIVL	Dock	Day custodian	Place in rack in vending area
RHPH	Front Dock	Night unlock custodian	Place in rack in vestibule
SCHL	Dock	Night unlock custodian	Place in one rack at East door and one rack at the South door
PHYS	Southwest Doors	Night unlock custodian	Student lounge
CHME	Dock	Night unlock custodian	Place at South doors
ME	Dock	Day custodian	Place at North doors
EE	Dock	Night custodian	Place in vending area
HOVD	Dock	Night custodian	Place at North doors
ENAD	Dock	Night unlock custodian	Place inside North door
POTR	Southeast Doors	Night custodian	Place inside Southeast doors
HEAV	North Doors	Night custodian	Place in vending area
BRWN	Dock	Day Custodian	Place next to the pay phone
NUCL	South Doors	Day custodian	Place in vending area
KNOY	Dock	Day custodian	Place in vending area
KRAN	East Doors	Night custodian	Place in boxes inside the South patio doors
FREH	Dock	Night custodian	Place in receiving room
LYNN	Dock	Day unlock custodian	Place in West vending lounge
HICKS-STEWE	West Doors	Night custodian	Will pick up at STEW doors and place inside South HICKS doors
STEW	West Doors	Night custodian	Place inside doors
CL50	Southeast Doors	Night unlock	Place by East stairway
MATH	Dock	Night custodian	Will use dock entrance and place in racks inside South doors
UNIV	Southeast Door	Night custodian	Will place in rack inside Southeast door
STON	Dock	Night unlock custodian	Place next to J&C box
LAEB	Dock	Night custodian	Place inside East doors
LILY	Dock	Night custodian	Place inside North doors

BUILDING	DELIVERY LOCATION	RESPONSIBLE FOR MOVING BUNDLES TO FINAL DISTRIBUTION POINT	INTERNAL DISTRIBUTION POINT
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CREATIVE ARTS	Dock between Marstellar & Woods Street	Day custodian	Inside South door
FOOD SCIENCE	Dock	Day custodian	Place in North lounge
STADIUM AREA DINING COURT	Dock (building belongs to H&FS)	Night service staff	North end of building near dock

NOV 21 09H 00V110328

**AMENDMENT #2 TO THE AGREEMENT
BETWEEN
PURDUE STUDENT PUBLISHING FOUNDATION AND THE TRUSTEES OF PURDUE
UNIVERSITY**

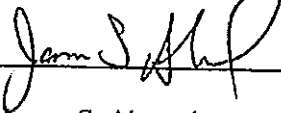
This Amendment is attached to and modifies the Agreement between Purdue Student Publishing Foundation and The Trustees of Purdue University dated July 1, 1999 and is hereby incorporated into and made a part of that Agreement. The provisions of this Amendment supersede, and where applicable, supplant the corresponding provisions of the Agreement to which it is appended. All terms in this Amendment have the same definition as provided in the Agreement to which it is appended. In the event of any inconsistencies, the terms of this Amendment shall govern.

Article 15 is amended by replacing by replacing "30 June 2004" with "30 June 2014".

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment.

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____



Name: James S. Almond

Title: Senior Vice President for Business Services
& Assistant Treasurer

Date:

PURDUE STUDENT PUBLISHING FOUNDATION

By: _____



Name: Alvin Ang

Title: Chairman

Date: 2/4/11