



OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR  
BUSINESS AND FINANCE, TREASURER

February 17, 2014

The Honorable Michael R. Pence  
Governor of the State of Indiana  
State House  
Indianapolis, Indiana 46204

Dear Governor Pence:

At its meeting on December 14, 2013, the Purdue University Board of Trustees approved a renewal of a lease with INTECH Partners Ten, LLC, for 9,046 square feet of space in the Intech Ten facility located in Intech Park in Indianapolis.

The existing lease originated in July 2001, and was amended in July 2011 to extend through December 2014. The current square footage of the leased space is 7,276 and is shared between the Purdue Technical Assistance Program (TAP) and Purdue College of Pharmacy's Center for Medication Safety Advancement (CMSA) group.

In order to provide CMSA the space to meet current business and student training needs, the College of Pharmacy is requiring additional space for CMSA, and has requested to add 1,770 square feet to the current space. The total revised square footage will be 9,046 and will continue to be shared by TAP (5,771 square feet) and the College of Pharmacy (3,275 square feet).

The terms of the renewal:

Space: Lease of approximately 9,046 square feet of the first floor of Intech Ten, 6640 Intech Boulevard, Indianapolis, IN 46278.

Time Period: Five years from April 1, 2014.

Annual Rent: Year 1: \$158,305 (\$17.50/sq. ft.)  
Year 2: \$160,567 (\$17.75/sq. ft.)  
Year 3: \$162,828 (\$18.00/sq. ft.)  
Year 4: \$165,090 (\$18.25/sq. ft.)  
Year 5: \$167,351 (\$18.50/sq. ft.)

Source of Funds: TAP and CMSA program revenue

Pursuant to I.C. 21-31-4-2, this lease is submitted for your approval. Attached is a draft copy of the lease for review. We will be happy to answer any questions you or your staff may have or to provide any additional information you may wish.

Sincerely,

A handwritten signature in black ink, appearing to read 'A.V. Diaz', written over a circular stamp or seal.

A.V. Diaz  
Executive Vice President for  
Business and Finance, Treasurer

Attachment

C: Matt Hawkins, Associate Commissioner and CFO  
Brian Bailey, State Budget Director  
Mary Catherine Gaisbauer, Comptroller  
Kevin Green, Assistant Director of Capital Planning

**SECOND AMENDMENT TO INTECH TEN OFFICE LEASE**

THIS SECOND AMENDMENT TO INTECH TECH OFFICE LEASE (this "Amendment"), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, the Effective Date, by and between Intech Partners Ten, LLC, an Indiana limited liability company ("Landlord") and Purdue University, an Indiana non-profit educational institution ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant entered into a certain Intech Ten Office Lease dated July \_\_\_\_, 2007 (undated), and that certain First Amendment dated July 28, 2011 (collectively, the "Lease"), a true and correct copy of which is attached hereto as **Exhibit A** (the "Lease") whereby tenant leased from Landlord certain office space located in INTECH TEN (the "Building") commonly known as Suite 120, 150 and 170, located within the building commonly known as "Intech Ten", 6640 Intech Boulevard, Indianapolis, Indiana 46278 (the "Old Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to increase the square footage of the Old Leased Premises to include an additional 1,770 square feet known as part of Suite 130 (the "Expansion Space") for a total rentable square footage of 9,046 square feet as depicted in **Exhibit B** attached hereto (the "New Leased Premises"), modify the Basic Annual Rent payable by Tenant pursuant to the Lease as a result of such increase, to extend the Term of the Lease and to make such other modifications or amendments to the Lease as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and each ct performed hereunder by the parties, Landlord and Tenant agree that the Lease is amended as follows:

1. **Section 1.02. Basic Lease Provisions.** Effective as of April 1, 2014 (the "Expansion Space Target Commencement Date"), Section 1.02, Items (A), (B),(C), (D), (E) (F) and (K) of the Lease shall be amended as follows:

“(A) BUILDING ADDRESS: 6640 Intech Boulevard  
CITY, STATE ZIP CODE: Indianapolis, IN 46278  
FLOOR: First (1<sup>st</sup>)  
SUITES: 150,170 and part of both 120 and 130”

“(B) RENTABLE AREA: 9,046 square feet,”

“(C) BUILDING PERCENTAGE: 10.58%”

“(D) BASIC ANNUAL RENT and (E) MONTHLY RENTAL INSTALLMENTS:

Start	End	Per Annum	Per Month	Per SQF
4/1/2014	3/31/2015	\$158,305.00	\$13,192.08	\$17.50
4/1/2015	3/31/2016	\$160,566.50	\$13,380.54	\$17.75
4/1/2016	3/31/2017	\$162,828.00	\$13,569.00	\$18.00
4/1/2017	3/31/2018	\$165,089.50	\$13,757.46	\$18.25
4/1/2018	3/31/2019	\$167,351.00	\$13,945.92	\$18.50

“(F) LANDLORD’S SHARE OF OPERATING COSTS FOR THE EXPANSION SPACE: With regards to the Expansion Space only, the Base Year for the Operating Costs shall be 2013. Tenant shall pay its pro-rata share of any increase over the Base Year during the Term of the Lease. Notwithstanding anything herein to the contrary, should the Building not qualify for a real estate tax exemption, Landlord shall bear the cost of said additional taxation in its entirety. “

“(K) OUTSIDE BROKER: Jones Lange LaSalle (“Landlord’s Broker”)

2. **Section 2.1. Term.** For purposes of Section 2.01 of the Lease, the term of the Lease as it relates to the Expansion Space shall be for five (5) years, commencing on April 1, 2014 and expiring on March 31, 2019. The term as it relates to the Old Leased Premises shall be extended and shall be co-terminous with the Expansion Space as identified in Section 1.02 (E) noted above.
3. **Section 2.02. Condition of Premises.** Landlord agrees to complete, at its sole cost and expense, certain alterations and other improvements to the Expansion Space, as more particularly described in **Exhibit C** attached hereto as (“Landlord’s Work”). Landlord shall complete the portion of Landlord’s Work that is applicable to Suite 130 on or before the Expansion Space Target Commencement Date, subject to force majeure (as described in Section 16.15 of the Lease) and any Tenant-caused delay. Should the Expansion Space not be fully renovated and move in ready by the Expansion Space Target Delivery Date and such delay is not the result of a Tenant caused delay or other events beyond the reasonable control of Landlord, Tenant shall be entitled to receive a credit against rent equal to the average daily rent payable under this Lease for each day of delay until Landlord so delivers possession.
4. Landlord and Tenant acknowledge, represent and warrant that the only real estate broker involved in the negotiation and execution of this Amendment is Jones Lang LaSalle (“Landlord’s Broker”) and that Landlord is obligated to pay to Landlord’s Broker a leasing commission and that no other broker or person is entitled to any leasing commission or compensation as a result of the negotiation or execution of this Lease. Landlord and Tenant shall indemnify the each other and hold each other harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any other broker or person who may be deemed or held to be entitled thereto.
5. **USA Patriot Act and Anti-Terrorism Laws.**

(a) Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act").

(b) Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the

provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above.

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

6. **Effect of this Amendment.** This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Lease, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein and agreed upon by the parties hereto. Landlord and Tenant each hereby confirm and ratify, except as modified by this Amendment, all of the terms, conditions and covenants of the Lease.
7. **Definitions.** Terms defined in the Lease which are used in this Amendment shall have the meaning as set forth in the Lease unless otherwise expressly specified herein or the context expressly provides otherwise.
8. **Miscellaneous.**
  - a. This Amendment has been executed and delivered and is intended to be performed in the State of Indiana and shall be governed, construed and enforced in all respects in accordance with the substantive laws of the State of Indiana, without regard to its conflict of law provisions.
  - b. This Amendment may be amended, modified, renewed or extended only by written instrument executed in the manner of its original execution.
  - c. This Amendment contains the entire agreement of the parties hereto with regard to this subject matter and no representations, inducements or agreements, oral or otherwise, between the parties not contained or embodied in this Amendment shall be of any force or effect.
  - d. Time is of the essence in the performance of all conditions hereunder of which time is a factor.
  - e. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment between the parties. Furthermore either party may execute this Amendment by means of a facsimile signature, and such signature shall be deemed authentic and valid, if such facsimile signature is actually received by the other party.

f. To the extent there is any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Lease as of the day and year first above written.

**TENANT:**

The Trustees of Purdue University, an  
Indiana non-profit educational institution

By: \_\_\_\_\_

Printed: Al Diaz

Title: Executive Vice President for  
Business and Finance, Treasurer

**LANDLORD:**

Intech Partners Ten, LLC, an  
Indiana limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibits**

- Exhibit A1 – Lease
- Exhibit A2 – Acceptance Letter and Commencement Date Agreement
- Exhibit A3 – First Amendment to Lease
- Exhibit A4 – Acceptance Letter and Commencement Date Agreement
- Exhibit B – Expansion Space
- Exhibit C – Landlord’s Work