April 4, 2014

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

Dear Governor Pence:

The lease agreement, "LifeCell Land Lease", of approximately 1.3 acres of land on the Purdue University West Lafayette campus to LifeCell Corporation has been approved as required under the Bylaws of the Board of Trustees of Purdue University.

LifeCell develops and markets tissue repair products for use in general and reconstructive surgical procedures.

LifeCell’s collaboration with Purdue University will provide unique opportunities for research and student education. This collaboration promises to optimize integration of agricultural, engineering and biomedical sciences benefiting both organizations and society at large with new innovative technologies.

LifeCell will construct and maintain a state-of-the-art facility for innovation with working laboratories providing learning, outreach and research opportunities for Purdue students and faculty. LifeCell will be required to contract with commercial utility providers (electricity and water) as Purdue provided utilities will not be available.

The facilities will include a classroom, a multi-use room with networked computers, and a Purdue-operated wet lab for research on value-added food products and meat science student learning opportunities.

The facility will use similar processes to Purdue’s existing abattoir in Smith Hall; however, it will be for hogs only. These processes will be equipped by LifeCell as part of the building.

The actual operation of the Facility (other than the exclusive LifeCell portion) will be by Purdue personnel. The facility costs (utilities, building & equipment maintenance, as well as personnel) associated with operating the Facility will be the responsibility of LifeCell.

Purdue intends to construct at a later undetermined date a second facility adjacent to the facility for innovation as a replacement for the Smith Hall operation.

Lease Term: 20 years with two (2) renewals of ten (10) years each

Land Area: 1.3 Acres located adjacent to the ADM Agricultural Innovation Center in the South Campus

Annual Rent: $1
Pursuant to I.C. 21-31-4-2, we request your approval and that of the Budget Agency to proceed with this lease. 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. V. Diaz
Executive Vice President for
Business and Finance, Treasurer

Attachment: Lease

c: Brian Bailey, State Budget Director
   Mary Catherine Gaisbauer, Comptroller
   Kevin Green, Assistant Director of Capital Planning
GROUND LEASE

THIS GROUND LEASE (the “Lease”) is executed as of this ___ day of, 2014, by and between THE TRUSTEES OF PURDUE UNIVERSITY, 401 South Grant Street, West Lafayette, IN 47907 (the “Landlord”), and LIFECCELL CORPORATION, 95 Corporate Drive, Bridgewater, NJ 08807 (the “Tenant”).

WHEREAS, Landlord and Tenant (the “Parties”) desire to enter into a collaborative arrangement for the purpose of constructing and operating an abattoir on the Purdue University campus, which will provide experiential learning opportunities for Purdue University students, supporting and facilitating research in the biomedical and meat sciences and carrying out the mission of Purdue, and for storing and processing porcine hides and tissues to be used in Tenant’s, or its Affiliate’s, medical devices. ; and

WHEREAS, the Parties desire the abattoir that is the subject of the collaboration arrangement (the “Tenant Abattoir”) to be located on the Land, as described herein;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Lease and Description of Land. Subject to the terms and conditions set forth in this Lease, the Landlord leases and demises to the Tenant, and the Tenant hires from the Landlord the certain unimproved real estate commonly known as a portion of the northwest quarter of Section 30, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, which real estate is more particularly described in Exhibit A, attached hereto and made a part hereof by this reference, (the “Land”):

2. Use of the Land
   a. Tenant will construct and operate the Tenant Abattoir on the Land in accordance with specifications determined by Tenant. Landlord will have the right to provide comments and design input on the Tenant Abattoir and approve the final design, which approval shall not be unreasonable withheld. Title to Tenant’s Abattoir shall remain in Tenant during the Term of the Lease, and Tenant alone shall be entitled to claim depreciation on the Tenant’s Abattoir for all taxation purposes
   b. No waste or damage shall be committed upon or to the Land. The Land shall not be used for any unlawful purpose, and no violations of law shall be committed thereon. The Tenant shall at its own cost and expense promptly observe and keep all laws, rules, orders, ordinances and regulations of federal, state and local governments and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Land.

3. Lease Term.
a. Initial Term. The initial term of this Lease (the “Initial Term”) shall begin on ____________, 2014 (the “Effective Date”) and continue for twenty (20) years until ________________, 2034 at 5:00 p.m. unless earlier terminated as provided herein.

b. Extension Period(s). Tenant shall have the option to extend the Initial Term for up to two (2) periods of ten (10) years (each an “Extension Period”). The approval of the Extension Period shall be confirmed in writing by both parties and approval of the Extension Period shall be contingent upon (a) Landlord having received no written notice from Tenant of Tenant’s intent to terminate the Lease at the end of the then current Lease Term which notice must be received by Landlord at least sixty (60) days prior to the end of the then current Lease Term, (b) Tenant is not in default under any of the terms or conditions of this Lease at the time it exercises such option, (c) this Lease shall not have been terminated during the Initial Term, and (d) Landlord has obtained any required authorization from the State of Indiana to extend the Lease. Landlord will use reasonable efforts to obtain such approval. All other terms and conditions of this Lease shall be applicable to such Extension Period(s).

c. Lease Term. In any event, the Lease Term shall not exceed forty (40) years.

4. Surrender. Upon the expiration of the Lease Term, including any Extension Periods exercised by Tenant, the Tenant shall surrender the Land to the Landlord and donate ownership of the Tenant Abattoir to Landlord, subject to the provisions of Section 17(b) herein. The Tenant shall, prior to the expiration of the Lease Term or earlier termination thereof, have the option, in its sole discretion, of removing from the Land, or donating to Landlord, all of the Tenant’s trade fixtures, equipment, furniture, signs, personal property, and business supplies.

5. Rental.

   a. Initial Term. During the Initial Term, the Tenant hereby agrees to pay to the Landlord as rental for the Land a total amount of one dollar ($1.00) annually (the “Initial Term Rent”), with the first payment being due and payable on ____________, 2014, with each successive payment due on the anniversary of the Effective Date.

   b. Extension Period. During the Extension Period, the Tenant hereby agrees to pay to the Landlord as rental for the Land a total amount of one dollar ($1.00) annually (the “Extension Term Rent”), with each payment due on the anniversary of the Effective Date.
c. **Definitions.** For the purposes of this Lease, collectively, the Initial Term Rent and the Extension Period Rent shall be referred to as the “Rent”.

d. **Manner of Payment.** Rental payments shall be due and payable in accord with Sections 5.a. and 5.b. of this Lease. The Tenant shall pay the Rent to the Landlord at its address set forth in this Lease or at such address as the Landlord shall designate in writing from time to time, without any deduction, abatement or setoff whatsoever, except as specifically set forth herein. Tenant shall be liable for any attorneys’ fees and collection costs incurred by Landlord to collect any Rent not paid when due hereunder, and without relief from valuation and appraisement laws.

e. At Tenant’s option, Tenant may pay the entire Rent for the Initial Period at one time.

6. **Taxes, Assessments, and Related Charges.** The permitted use of the Land by the Tenant pursuant to Section 2 is anticipated to qualify the Land for an exemption from real property taxes and assessments. However, during such times that an exemption is not allowed in the course of the Lease Term, the Tenant shall pay, before any fine, penalty, interest, or cost is imposed for nonpayment thereof, all taxes, assessments, excises, levies, permit fees, or other governmental charges (“Taxes”), which may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Land and/or the Tenant’s operations thereon. For any fraction of a tax year at the beginning or end of the Lease Term, the Tenant’s obligation shall be pro-rated as of the commencement or end of the Lease Term. If any Taxes are assessed, levied, confirmed or imposed upon the Land or improvements thereto, Tenant shall have the right to appeal such Tax assessment, at its sole costs and expense.

7. **Utilities.** The Tenant shall, during the Lease Term, pay, before any fine, penalty, interest, or cost is imposed for nonpayment thereof, all utilities and all other expenses attributable to the maintenance, repair, replacement, and operation of the utilities serving the Land, which may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Land. Landlord shall provide any easements, right-of-ways, or access rights necessary to allow Tenant to connect its improvements on the Land to the local utilities.

8. **Maintenance and Repair.** During the term of this Lease, the Tenant, at its sole cost and expense, shall keep and maintain both the Land and the interior and the exterior of the building(s) constructed on the Land and all additions thereto, in good repair and shall make all necessary repairs, replacements, and renewals, in order to maintain such state of repair and condition; it being the intention of the parties that the Landlord shall have no liability for any of the foregoing.

9. **Capital Expenditures.** The Landlord shall have no obligation to make capital expenditures for (a) expansion, replacement, remodeling, or refurbishing of the Tenant’s Abattoir on the Land, or (b) the construction of additional improvements on the Land. Any expenditures for such items shall be at the Tenant’s sole expense.
10. **Damage or Destruction.** The Tenant covenants and agrees that in the case of damage to, or destruction of, any improvements located on or constituting a part of the Land the Tenant will promptly, at its sole cost and expense, repair or replace the same as nearly as possible to their condition immediately prior to such damage or destruction, to the extent necessary to restore the value and utility of such improvements. The Tenant’s obligation to make payment of the rent and all other charges on the part of the Tenant to be paid, and to perform all other covenants or agreements on the part of the Tenant to be performed, shall not be affected by any such damage or destruction, regardless of the cause thereof.

11. **Insurance.** It will be the Tenant’s responsibility to carry adequate insurance on the Tenant Abattoir, all personal property including, but not limited to, equipment, furniture, scientific devices, supplies, personal items, or other items installed and belonging to the Tenant and located within the Land. This shall include replacement cost property damage coverage on all structures owned by and or under construction by (or for) Tenant on Land. The policy will be written on an open peril basis and shall name The Trustees of Purdue University as an additional insured. Tenant shall also maintain in force during the Lease Term the following insurance coverage: (a) worker’s compensation, as required by the laws of the State of Indiana; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability on automobiles owned by Tenant for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Tenant shall furnish to Landlord satisfactory proof of such insurance coverage prior to commencement of the work.

12. **Indemnification.** (a) Tenant shall indemnify and hold harmless Landlord from and against all liability, claims or costs, including reasonable legal fees, arising from (i) Tenant’s use of the Land; (ii) any breach of this Lease by Tenant; (iii) any other act or omission of Tenant; or (iv) any injury to person or damage to property to the extent caused by Tenant and occurring on or about the Land. Tenant shall defend Landlord against any such claim of a third party, with counsel reasonably acceptable to Landlord or, at Landlord’s election, Tenant shall reimburse Landlord for reasonable legal fees incurred by Landlord’s employment of its own counsel. Tenant may not settle any claims against the Landlord without the Landlord’s prior written consent, which consent shall not be unreasonably withheld.

(b) Landlord shall indemnify and hold harmless Tenant and its agents and employees from and against all liability, claims or costs, including reasonable legal fees, arising from (i) pre-existing conditions on the Land; (ii) any breach of this Lease by Landlord; (iii) any other act or omission of Landlord. Landlord shall defend Tenant and its agents and employees against any such claim of a third party, with counsel reasonably acceptable to Tenant or, at Tenant’s election, Landlord shall reimburse Tenant for reasonable legal fees incurred by Tenant’s employment of its own counsel. Landlord may not settle any claims against the Tenant without the Tenant’s prior written consent, which consent shall not be unreasonably withheld.

The parties agree that the Landlord’s obligation to indemnify hereunder shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the
exposure and liability of the Landlord as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which the Landlord is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that the Landlord’s liability to indemnify, defend and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had the Landlord been sued directly by the claimant in Indiana and all appropriate defenses had been raised by the Landlord.

13. **Eminent Domain.** In the event twenty-five percent (25%) or more of the Land or improvements thereon is appropriated under the power of eminent domain, or sale in lieu thereof, by any public or quasi-public authority, then, at the option of Tenant or Landlord and upon written notice to the other of such intention to terminate, this Lease shall terminate as of the date of such taking. Notwithstanding the foregoing, prior to and as a condition to terminating the Lease under this Section, the parties shall use good faith efforts to determine if there is a commercially reasonable way to relocate or reconfigure the Tenant’s Abattoir, and if so, shall revise the Lease accordingly. Regardless of whether the Lease is terminated pursuant to the foregoing provisions, in the event of any exercise of the power of eminent domain, or sale-in-lieu thereof, Landlord and Tenant shall be entitled to separate awards or payments, with Landlord entitled to the value of the Land and any damages related thereto and Tenant entitled to the value of the Tenant Abattoir and any damages related thereto. In the event of a sale in lieu of the exercise of eminent domain powers, Tenant shall have the right to approve the terms of the sale as it relates to the value payable to Tenant for Tenant’s Abattoir and any damages related thereto.

14. **Right to Make Improvements.** All improvements, alterations, or additions to the Land desired by the Tenant and approved by the Landlord, shall be made at the sole expense of the Tenant, in a good and workmanlike manner. The Tenant agrees that it will not suffer, permit, or create any liens or encumbrances against the Land during the Lease Term without the written consent of the Landlord being first obtained. Further, the Landlord agrees that it will not suffer, permit, or create any liens or encumbrances against the Land during the Lease Term without the written consent of the Tenant. Tenant may, at its sole cost and expense, raze, remove or demolish any improvements that are in existence on, under or above the Land as of the effective date of this Lease. Tenant shall be responsible for obtaining all governmental and other permits and approvals necessary to commence and complete demolition work on the Land, and shall be responsible for maintaining insurance covering such activities in accordance with the terms hereof.

15. **Events of Default.** Any of the following shall be an Event of Default under this Lease:

a. Either Party’s material failure to perform or observe any other covenant, term, or condition of this Lease to be performed or observed by the other party, if the failure continues for thirty (30) days after written notice thereof is given to the other party; provided, however, that if cure cannot be reasonably effected within such thirty (30) day period, the other party shall have such additional time as is reasonably necessary to effect such cure, so
long as the other party commences its efforts to cure within such thirty (30) day period and pursues such cure diligently to completion.

b. Abandonment of the Land.

c. Default by either party under any agreements arising out of the collaboration arrangement that continues beyond any applicable notice and cure periods.

d. Termination of any agreement(s) arising out of the collaboration arrangement between the parties setting forth the operation and use of the Tenant Abattoir.

16. The Landlord’s Remedies.

   a. Upon the occurrence of any Event of Default by Tenant and failure of Tenant to cure such Event of Default prior to expiration of the cure period provided for in Section 15(a), the Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law, terminate this Lease at any time upon the date specified in a written notice to the Tenant.

   b. If for any reason other than an Event of Default by Landlord, the Lease is discontinued prior to completion of the Lease Term, Tenant will donate the Tenant Abattoir to Landlord, or if the Lease is terminated prior to completion of the Tenant Abattoir, at the option of the Landlord, Tenant will return the Land to its original condition.

17. The Tenant’s Remedies.

   a. Upon the occurrence of any Event of Default by Landlord and failure of Landlord to cure such Event of Default within the cure period provided for in Section 15(a), the Tenant may, at its option, in addition to any other remedy or right it has hereunder or by law, terminate this Lease at any time upon the date specified in a written notice to the Landlord.

   b. If the Lease is discontinued due to an Event of Default by Landlord during the initial five (5) years of facility operations, Landlord will compensate Tenant a percentage of the appraised value of the Tenant Abattoir based on the following schedule:

   Year 1 50%
   Year 2 40%
   Year 3 30%
   Year 4 20%
Year 5 10%

Full payment by Landlord would be made within 5 years of termination.

18. **Notices.** All notices and demands which may be or are required to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States mail, first class postage prepaid, addressed to the Landlord or the Tenant at the following addresses or to such other person or to such other place as either party may from time to time designate in writing to the other.

Landlord: Kevin Furbush, Contract Analyst
Procurement Services
401 South Grant Street
West Lafayette, IN 47907

With copy to:

Tenant: LifeCell Corporation
95 Corporate Drive
Bridgewater, New Jersey 08807
Attn: Director of Facilities

With a copy to:

LifeCell Corporation
95 Corporate Drive
Bridgewater, New Jersey 08807
Attn: Legal Counsel

19. **Governing Law.** This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

20. **Memorandum of Lease.** At the request of either party, the parties agree to execute and record a memorandum of this Lease.

21. **Assignment.** This Lease may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld, with the exception that Tenant may assign this Lease to an Affiliate without the consent of Landlord. “Affiliate” shall mean any entity that directly is controlled by or controls Tenant. An entity will be deemed to be “controlled by” Tenant if Tenant (a) owns, directly or indirectly, beneficially or legally, at least fifty percent of the outstanding voting securities or capital stock (or such lesser percentage which is the maximum allowed to be owned by an entity in a particular jurisdiction)
of the entity, or has the other comparable ownership interest; or (b) has the power, whether pursuant to contract, ownership of securities or otherwise, to direct the management and policies of the entity. This Agreement shall be binding upon and inure to the benefit of the parties’ successor and any permitted assigns. Tenant agrees that, in the event that it assigns or subcontracts any portion of this Agreement to an entity other than an Affiliate as defined herein, it remains solely responsible for complying with all of the terms and conditions under this Agreement.

22. Environmental Compliance and Indemnity. Tenant (with respect to Tenant’s Abattoir and all operations therein) shall be responsible for complying with each and every applicable Environmental Law, and all rules, ordinances and regulations including, without limitation, CERCLA, RCRA, SARA, TSCA and CAA and all applicable water and land usage laws, rules, ordinances and regulations and shall indemnify and hold harmless the Landlord from and against any claim, liability, cost, damage, loss, fine or penalty whatsoever relating to a violation by Tenant of the foregoing obligations.

In the event subsequent to the commencement date of the Lease, any party or any Affiliate of any party violates or creates any potential liability related to any Environmental Law in the operation of or relating to the Land or fails to comply with the terms of this Section 22, such party shall indemnify and hold harmless, as allowed by applicable law, the other party from and against any such claim, liability, cost, damage, loss, fine or penalty whatsoever, including any claim that such party is a “Potentially Responsible Party” or otherwise.

To the extent allowed by applicable law, Landlord shall indemnify and hold harmless Tenant, its agents, contractors, invitees, licensees or employees from and against any and all liabilities, damages, costs, fines, penalties, claims or demands whatsoever arising out of any condition, accident or occurrence existing or occurring prior to the date of this Lease which arises under or pursuant to any Environmental Law or the presence, storage, use, generation or disposal of Hazardous Materials on, in, under, at or above the Land.

For purposes of this Section 22, the following terms are defined as follows:

“Environmental Law” means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law (including, but not limited to, nuisance, trespass, negligence or toxic tort claims), and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground storage tanks) and any other state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.


“Hazardous Material” means any material or substance, whether solid, liquid or gaseous:
(i) which is listed, defined or regulated as a “hazardous substance,” “hazardous waste,” “hazardous material” or “solid waste,” or otherwise classified or regulated as dangerous, hazardous or toxic, in or pursuant to any Environmental Law; (ii) which is or contains asbestos, radon, lead, mold, any polychlorinated biphenyl, any polybrominated diphenyl ether, urea formaldehyde foam insulation, explosive or radioactive material, infectious, biological or chemical agent or substance, medical waste or motor fuel or other petroleum hydrocarbons or constituents; or (iii) which causes contamination or nuisance, or threat of the same, on the Land or any adjacent property, or a hazard or potential harm to the public health, human health or the environment.

“RCRA” means the Resource Conservation and Recovery Act, as amended.

“SARA” means the Superfund Amendments and Reauthorization Act of 1986, as amended.

“TSCA” means the Toxic Substances Control Act, as amended.

“CAA” means the Clean Air Act, as amended.

23. Tenant’s Early Termination Right. Tenant shall have the right to terminate this Lease at any time and for any reason during the Lease Term (“Tenant’s Early Termination Right”) by providing at least one hundred and twenty-days, or the end of the academic year whichever is greater, written notice to Landlord pursuant to the notice provisions of Section 18 (“Tenant Termination Notice”). In the event Tenant exercises Tenant’s Early Termination Right, then prior to the expiration date set forth in the Tenant Termination Notice, Tenant shall surrender the Land in accordance with Section 4 herein.

24. Disputes:

a) Should any dispute arise with respect to this Lease, Tenant and Landlord agree to act immediately to negotiate a potential resolution of such dispute via informal mediation. Should, after a period of thirty (30) days, the parties be unable to resolve any dispute pertaining to this Lease via informal mediation, the Parties may proceed to litigation pursuant to Section 19 of this Lease. The requirement of informal mediation prior to litigation shall be waived when the thirty day (30) period of informal mediation would cause the expiration of any applicable Statute of Limitations. Time is of the essence in the resolution of disputes.

b) Both parties agree that, the existence of a dispute notwithstanding, each will continue without delay to carry out all of its responsibilities under this Lease that are not affected by the dispute.
IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the date first above written.

LANDLORD

THE TRUSTEES OF PURDUE UNIVERSITY

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

TENANT:

By: __________________________

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EXHIBIT A

Legal Description:

Temporary Land Lease Description for the Proposed LifeCell Abattoir

A portion of the northwest quarter of Section 30, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, described as follows:

Commencing at the northeast corner of the northwest quarter of Section 30-23-4, Wabash Township, Tippecanoe County, Indiana, thence southerly along the east line of said quarter section 80 feet to the southern line of the KB & S Railroad and the point of beginning of the herein described tract; thence westerly along said southern line 1020 feet; thence southerly parallel with said east line 200 feet to South Russell Street; thence easterly and southeasterly along said street 700 feet to Ahlers Drive; thence northeasterly along said drive 350 feet to the east line of said quarter section; thence northerly along said east line 100 feet to the point of beginning; containing approximately 5 acres.

The above temporary land lease description was prepared without the benefit of a field survey and it is not intended for subdivision purposes. A final land lease description will be prepared based on the location of the Abattoir Building and its appurtenances.

Prepared by: Paul L. Bender, Indiana Land Surveyor Number S0362

November 27, 2013
Schedule 17b

Tenant Abattoir Depreciation Schedule